

## **AGREEMENT WITH RMA GROUP TO PROVIDE ON-CALL MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**

THIS AGREEMENT is made and entered into this 18th day of April, 2023 by and between RMA Group, Inc., a California corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

### **RECITALS**

- A. On September 2, 2020 the City issued a Request for Proposal (“RFP”) No. 20-111, by which it sought qualified consultants to provide on-call material testing and special inspection services for the City’s Public Works Agency.
- B. Consultant submitted a responsive proposal that was among those selected by the city. Consultant represents that it is able and willing to provide such services described in the scope of work that was included in the RFP No. 20-111.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

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

During the term of this Agreement, Consultant shall perform all tasks, services, and obligations described in the scope of work section included within RFP No. 20-111, including providing all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the “**Scope of Services**”, which was included in RFP 20-111 and is attached hereto and fully incorporated herein by this reference as **Exhibit A**, and as more specifically set forth in Consultant’s proposal (excluding fee and cost proposal and resumes), which is attached hereto and fully incorporated herein by this reference as **Exhibit B**.

### **2. ALLOWABLE COSTS AND PAYMENTS**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Consultant under this Agreement. Consultant shall be paid only for actual services performed under this Agreement at the rates and charges identified in Consultant’s Fee and Cost Proposal, which is attached hereto and fully incorporated herein by this reference as **Exhibit C**. Consultant is one of three (3) separate consultants selected to provide services on an on-call basis under RFP 20-111. The total compensation for services provided by all consultants selected under RFP 21-105

shall not exceed the shared aggregate amount of \$950,000.00 during the term of this Agreement, including any extension periods as set forth in Section 4, below.

- b. Consultant's Fee and Cost Proposal is attached hereto and fully incorporated herein as **Exhibit C**. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the fee and cost proposal and identified in the fee and cost proposal, and in the executed Task Order.
- c. Specific projects will be assigned to Consultant through issuance of Task Orders. After a project to be performed under this Agreement is identified by City, City will prepare a draft Task Order less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both City and Consultant.
- d. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.
- e. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- f. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from City before exceeding such estimate.
- g. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- h. Consultant shall not commence performance of work or services until this Agreement has been approved by City, and notification to proceed has been issued by City. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- i. A Task Order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project, and work shall not commence until a Task Order for that project has been executed by City.

- j. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title, and Task Order number. Credits due to City that include any equipment purchased under the Equipment Purchase provision of this Agreement must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to City at the following address: City of Santa Ana, Public Works Agency M-36, 20 Civic Center Plaza, P.O. Box 1988, Santa Ana, CA 92702.
- k. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- l. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- m. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- n. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- o. The total amount payable by City for all Task Orders resulting from this Agreement shall not exceed an aggregate amount of \$950,000.00. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Task Orders.
- p. Consultant shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the City's Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- q. Consultant's Project Manager shall meet with City's Project Manager, as needed, to discuss progress on the project(s).
- r. This Agreement is valid and enforceable only if sufficient funds are made available to the City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by

Congress, the State Legislature, or the City that may affect the provisions, terms or funding of this Agreement in any manner.

### **3. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost. et seq., shall be used to determine the cost allowability of individual items.
- b. Consultant agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

### **4. PERFORMANCE PERIOD**

- a. This Agreement shall go into effect on April 18, 2023, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City. This Agreement shall end on July 5, 2024, unless terminated earlier in accordance with Section 21, below. The term of this Agreement may be extended for up to two (2), one (1) year periods upon a writing executed by the City Manager and City Attorney.
- b. Consultant is advised that any recommendation for contract award is not binding on City until the Agreement is fully executed and approved by City.
- c. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by amendment.

### **5. STATE PREVAILING WAGE RATES**

- a. If applicable, Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this



Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

- c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations, Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- d. When prevailing rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by City.

## **6. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

## **7. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data, which were provided, to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## 8. MINIMUM INSURANCE REQUIREMENTS

- a. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has secured all insurance required under this Section.
- b. Insurance coverage shall be at least as broad as:
  - (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - (ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  - (iii) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - (iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
  - (v) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
  - (i) **Additional Insured Status.** The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33,

or CG 20 38; and CG 20 37 forms if later revisions used).

- (ii) **Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.
- (iv) **Waiver of Subrogation.** Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- (v) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.
- (vi) **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
- (vii) **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- (viii) **Verification of Coverage.** Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (ix) **Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.
- (x) **Special Risks or Circumstances.** Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **9. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

## **10. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **11. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of this Agreement, pursuant to Government Code 8546.7, Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested.

## **12. AUDIT REVIEW PROCEDURES**

- a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by mutual agreement shall be reviewed by the City.
- b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City of unresolved audit issues. The request for review will be submitted in writing, submitted to the project manager of RFP.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

## **13. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential

information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

#### **14. CONFLICT OF INTEREST**

- a. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project that will follow.
- b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Consultant agrees to complete any statements of economic interest if required by either City ordinance or State law.

#### **15. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION**

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **16. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:	Jennifer L. Hall
	City Clerk
	City of Santa Ana
	20 Civic Center Plaza (M-30)
	P.O. Box 1988
	Santa Ana, CA 92702-1988
	Fax 714- 647-6956

Nabil Saba  
Executive Director  
Public Works Agency City of Santa Ana  
20 Civic Center Plaza  
P.O. Box 1988  
Santa Ana, CA 92702  
Fax 714-647-5635

To Consultant: Slawek Dymerski, PE, GE  
Vice President/Principle-in-Charge  
RMA Group, Inc.  
1210 E. 223<sup>rd</sup> Street, Suite 319  
Carson, CA 900745

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

## **17. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

## **18. SUBCONTRACTING**

- a, Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation

to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City, except that which is expressly identified in the approved Cost Proposal.
- c. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.
- d. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by City prior to the start of work by the subconsultant(s).

## **19. EQUIPMENT PURCHASE**

- a. Prior authorization in writing by City shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this Agreement is subject to the following condition: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, based on a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.



## **20. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **21. TERMINATION**

- a. City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice. Upon termination, City shall be entitled to all work including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- b. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

## **22. JURISDICTION-VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **23. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **24. STATEMENT OF COMPLIANCE**

- a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 11102.

- b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, gender, gender identity, gender expression, sexual orientation, military or veteran status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- c. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- d. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- e. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 40 Code of Federal Regulations Part 26 on the basis of race, color, sex or national origin. In administering the City components of the Disadvantaged Business Enterprises (DBE) Program Plan, Consultant, subrecipient or subconsultant will

not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

- g. Under 49 CFR 26.13(b): Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement, Consultant shall carryout applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, which the City deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payment if applicable;
  - 2) Assessing sanctions;
  - 3) Liquidating damages; and/or
  - 4) Disqualifying consultant from future proposing as non-responsible.
- h. Termination and Substitution of DBE Subconsultants. Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform work with their own forces or obtain materials from other sources without authorization from City. Unless the City's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.
- i. Consultant shall notify City's designated representative of any changes to its anticipated DBE participation before starting the affected work. Consultant shall notify City of any notices of decertification or certification regarding a subconsultant's DBE status.
- j. Consultant shall provide all required DBE forms to the City as required pursuant to applicable law.
- k. All certifications required for the Bid are attached hereto as part of Exhibit B to the Agreement.
- l. In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or

national origin.

- m. Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- n. In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. Withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
- o. Consultant shall include the provisions of paragraphs a. through p. in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- p. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to the following Pertinent Non-Discrimination Authorities:
  - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits

discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

## **25. DEBARMENT AND SUSPENSION CERTIFICATION**

- a. Consultant’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended,

debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

- b. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

## **26. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

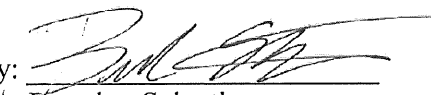
**CITY OF SANTA ANA**


\_\_\_\_\_  
Jennifer Hall  
City Clerk

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**APPROVED AS TO FORM:**  
SONIA R. CARVALHO  
City Attorney

**RMA GROUP, INC.**

By:   
\_\_\_\_\_  
Brandon Salvatierra  
Deputy City Attorney

  
\_\_\_\_\_  
By: Slawek Dymerski  
Title: Vice President

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Nabil Saba  
Executive Director,  
Public Works Agency

## **EXHIBIT A**

### **SCOPE OF SERVICES**



**Appendix  
ATTACHMENT 1  
SCOPE OF WORK**

**CITY OF SANTA ANA  
REQUEST FOR PROPOSALS  
FOR  
TESTING AND SPECIAL INSPECTION SERVICES  
RFP NO. 20-111**

**INTRODUCTION/BACKGROUND**

Under the City of Santa's Capital Improvement Program, a number of construction projects will take place in the next few years. These projects include street pavement, traffic signals, underground utilities, buildings, bridges and park facility improvements. The total value of construction is estimated to exceed \$100 million.

In order to maintain high quality of construction, the City intends to retain testing and inspection firms to provide quality assurance services for those projects. The selected firms are expected to provide testing and inspections for construction activities involving grading, soils, base material, concrete, masonry, asphalt concrete, structural steel, reinforcing steel, painting and to provide other quality assurance services when required.

The purpose of this RFP is to solicit proposals from quality control consulting firms for the required services. The selected consultant is expected to enter into an agreement with the City to provide services on an as-needed basis.

**Prime consultant mark-ups for sub-consultant work will not be allowed.**

All proposals, plans, drawings, specifications, estimates, grant applications, modeling, studies, presentations, and/or reports will be subject to the final approval and satisfaction of the City. The selected consultants must have the expertise, experience, and demonstrated resources available to perform the work described in this RFP.

The City desires to enter into Agreements with multiple top-ranking firms for an initial three (3)-year term, with a City option to exercise one (1), two (2)-year extension period. The annual amount to be expended under the Agreement will vary at the City's discretion and will be dependent on available funding.

## A. SCOPE OF SERVICES

The required services shall include, but not be limited to, the following:

- ◆ Provide field inspections and compaction tests for grading, trench backfill and asphalt concrete pavement construction according to the project special provisions, the Standard Specifications for Public Works Construction (“Green Book”) and Caltrans Standard Specifications. Submit daily field reports to the City and a final report after work is completed.
- ◆ Provide inspections for installation of precast and cast in-place concrete, welding, high strength bolts, structural steel, masonry, painting and other types of work in accordance with the California Building Code (CBC) and the contract documents. Submit field reports to the City immediately after inspections are completed. All deputy inspectors shall register with the City’s Planning and Building Agency prior to start inspection.
- ◆ Perform tests on various construction materials as required by the City.
  - Available tests may include the following:
    - Mix Designs
    - Concrete
    - Concrete Blocks
    - Brick Masonry
    - Masonry Prisms
    - Mortar and Grout
    - Fireproofing
    - Soils and Aggregates
    - Asphalt Concrete
    - Reinforcing Steel
    - Environmental
- ◆ Inspectors who perform work in confined areas or at elevated levels shall be certified or trained for confined space and fall protection.
- ◆ Recommend testing method on defective work and advise the City of acceptance standards.
- ◆ Provide source inspection for concrete and asphalt concrete at mixing plants, and inspection for other materials at their source as required by the project specifications.
- ◆ Provide other quality control services as requested by the City.
- ◆ Field reports shall be submitted daily to the City. Submit and distribute typed inspection and testing reports to the City's Public Works Agency and the Planning and Building Agency in accordance with “Green Book” and “CBC” requirements and to other concerned parties within a week after the work is performed.

- ◆ Submit a final report to the City within five working days upon completion of each project.

## **B. SPECIAL REQUIREMENTS**

Since some of the city projects will be funded by Federal or State grants, the selected consulting firm must comply with requirements of Caltrans' construction manual and the following:

### **Certificate of Personnel**

- ◆ The personnel who will conduct the sampling and testing must be certified. They can be certified by Caltrans' District Materials Engineer, by the National Institute Certification of Engineering Technologies, or by other authority acceptable by the Construction Engineer of the City to be proficient in accepting sampling and testing.
- ◆ A copy of each person's certificate must be on file in the office of the Construction Engineer. The certificate shall list the type of work which the individual is authorized to perform.
- ◆ The testing laboratory must be under the supervision of a registered engineer with experience in inspection and testing of construction materials. This engineer shall certify the results of all tests performed by the lab personnel under his/her supervision.
- ◆ The selected firm must maintain the laboratory testing equipment in accordance with recognized national standards.
- ◆ The selected firm must have an independent assurance testing and sampling program. This program can be performed either by their own personnel not involved in the acceptance testing and sampling, or by another quality assurance organization.
- ◆ Correlation Testing Program: The Materials Laboratory shall be a participant in one or more of the following testing programs:
  - ◆ AASHTO Materials Reference Laboratory (ARML)
  - ◆ Cement and Concrete Reference Laboratory (CCRL)
  - ◆ Caltrans' Reference Samples Program (RSP)

### **Acceptance Testing and Sampling**

- ◆ The selected testing laboratory shall conduct acceptance testing of materials on the first day when work is performed, and continues daily until the work is completed.

### **Reporting Test Results**

- ◆ When aggregate sample is taken in the material source, the testing firm shall submit to the Resident Engineer results of sand equivalent, cleanness value and sieve analysis within 24 hours. When soils and aggregate samples are taken at the job site, results of these tests should be submitted within 72 hours.
- ◆ Results of compaction and density tests taken at the job site should be submitted within 24 hours.
- ◆ When samples of soils and asphalt concrete are taken at the job site, R-value and result of asphalt extraction test should be submitted within 96 hours.

### **Independent Assurance Sampling and Testing**

The selected firm shall establish and maintain an Independent Sampling and Testing (ISAT) program:

- ◆ To verify that the project sampling and testing are performed correctly by the testers and samplers.
- ◆ To ensure the equipment is properly calibrated.
- ◆ To provide the City with a copy of the program to ensure that the program is carried out.
- ◆ To provide the Resident Engineer with a report indicating actions to be taken by the selected testing firm when discrepancies are found between ISAT and acceptance tests (AT).

## **C. CITY RESPONSIBILITIES**

- ◆ Furnish construction plans and specifications to the consultant.
- ◆ Coordinate with the contractor regarding work schedule and notify the consultant 24 hours in advance for the required inspections and tests.

## **D. SPECIAL REQUIREMENTS (ATTACHMENT 4)**

- ◆ This project may utilize California Department of Transportation (Caltrans) funds and shall therefore comply with all state and federal requirements. The below referenced forms included in Attachment 4 (Additional Provisions) of the Appendix must be completed in their entirety and submitted with your proposal:
  - ◆ LAPM Exhibit 10-H: Sample Cost Proposal

- LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
- LAPM Exhibit 10-O2: Consultant Contract DBE Commitment
- LAPM Exhibit 10-K: Consultant Certification of Contract Costs and Financial management System

*Please reference Caltrans Local Assistance Procedure Manual, Consultant Selection, Chapter 10, for further instructions and guidelines pertaining to the completion of these forms:* <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

**COMPLIANCE WITH REQUIREMENTS OF FUNDING AGENCY:**

This agreement may be funded with state and/or federal grant funds administered by Caltrans. Proposer shall comply with all requirements as they pertain to the use of these funds. Refer to Attachment 4 for Caltrans required forms, including **Exhibit 10-H – Sample Cost Proposal** (H2 for On-Call Contracts) in the Appendix of this RFP.

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL:**

The Agency has established a DBE goal for this Contract. Proposers are encouraged to obtain DBE participation for this contract. Refer to **Exhibit 10-I – Notice to Proposers DBE Information** included in the Appendix of this RFP. Proposers must submit **Exhibits 10-O1 & 10-O2 – Consultant Proposal & Contract DBE Commitment** to demonstrate compliance with Agency's DBE goal.

**CONSULTANT AUDIT AND REVIEW PROCESS:**

Prior to contract award and dependent on contract award amount, the selected Consultant shall be subject to an audit or review by Caltrans' Audit and Investigations (A&I), other state audit organizations, or the federal government. The selected Consultant shall complete **Exhibit 10-K – Consultant Annual Certification of Indirect Costs and Financial Management System** for all prime and sub-consultants in the Appendix of this RFP.

*To independently download any of the Caltrans Exhibits required per this RFP, visit:* <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

## **EXHIBIT B**

CONSULTANT'S PROPOSAL  
(exclusive of fee proposal and resumes)



# CITY OF SANTA ANA

## PROPOSAL

RFP NO: 20-111 | MATERIALS TESTING & SPECIAL INSPECTION SERVICES



Every Project Matters | [www.rmacompanies.com](http://www.rmacompanies.com)

1210 E. 223RD STREET, CARSON, CA 90745

September 30, 2020  
20-1600-P



Mr. Sean Thomas  
City of Santa Ana  
Public Works Agency M-36  
20 Civic Center Plaza | Ross Annex  
Santa Ana, CA 92701

September 30, 2020  
RMA Group No: 20-1600-P

**SUBJECT: RFP NO. 20-111 | MATERIALS TESTING AND SPECIAL INSPECTION SERVICES**

Dear Mr. Thomas:

We're pleased to present our firm's qualifications to you for this RFP to highlight our extensive experience with On-Call contracts as well as our ability to perform services that conform with local agency quality assurance programs and funding agency requirements. While there are a number of consultants who are capable of performing these services, RMA Group has an unmatched combination of experienced personnel, resources, and proprietary project controls which sets us apart from our competition and uniquely positions us to assist you in successfully delivering your projects. RMA Group has extensive experience in pavement, roadway improvement, and municipal projects having provided on-call services for cities and agencies throughout the state, encompassing not only materials testing and special inspection, but also geotechnical engineering expertise. Our ability to cross-reference our knowledge on either discipline allows RMA Group the flexibility to expeditiously perform in a time and budget-effective manner.

**EXECUTIVE SUMMARY**

Our proposal will illustrate:

- Our full-service laboratory's proximity to the City's service area and our staff's knowledge of local conditions and familiarity with permitting processes;
- Our extensive experience executing services for on-call projects for multiple agencies and districts while maintaining our highest standards in maintaining quality control over processes and procedures;
- Our firm's project approach to RMA Group's proven experience working with Task Orders and our availability to respond promptly to requests; and
- Our project management tools that enable us to ensure our deliverables are prepared in accordance to the project specifications while controlling budgets and schedules.

**THE RMA GROUP DIFFERENCE**

RMA Group has provided a wide range of on-call services to numerous public agencies throughout California. Our clientele includes water districts, cities, counties, schools, transportation authorities, and various state agencies including Caltrans. We understand the issues that are critical to our clients and have developed proactive solutions and tools that enable us to respond quickly to requests for geotechnical services and allow us to perform the services efficiently and accurately.

**THE RMA GROUP TEAM**

I will serve as Principal-In-Charge and will be supported by Mr. Raymond Roblero who will act as our Project Manager. Based out of our Carson office, Ray is knowledgeable about project specifications, materials testing and inspection requirements, financial and safety concerns, and general project approach for projects of the type listed in the scope of work. Our full-service team will be able to provide your staff with seamless execution of your task order needs with comprehensive test results.

We are confident that our project profiles / statement of qualifications will prove our commitment to superior quality of service. As the Vice President of RMA Group, I am empowered to contractually obligate, clarify information, and negotiate the contract on behalf of our firm. ***We have reviewed the Contract Agreement Statement and have no concerns regarding the existing provisions contained in the document.*** We look forward to partnering with you to achieve success on your projects and we thank you for your consideration.

Sincerely,

Slawek Dymerski, PE, GE  
Vice President / Principal-In-Charge



# FIRM AND TEAM EXPERIENCE

## INTRODUCTION

RMA Group has provided geotechnical engineering, materials testing, and construction inspection services throughout Southern California since 1962. The firm has always had a strong focus on public works construction materials testing and geotechnical engineering and has participated in the design and construction of much of the infrastructure that supports growing local communities. There are three reasons in particular that the RMA Group team is the best choice for your projects:

### Experienced, Proactive Staff

- » Extensive Experience on On-Call Contracts
- » Extensive City and County Experience in Southern California
- » A Project Manager with Experience for Processes, Task Management, and Budget Control

### Full-service capabilities and resources

- » Laboratory Located less than 35 Minutes of City of Santa Ana locations.
- » Fully Accredited and Certified to Perform Testing Required for the Contract

### Budget awareness

- » Budget and Schedule Management with the use of RMA Group's own Proprietary Software that Ensures Real-Time Accounting of Project Activity

Today, RMA Group has grown to become the leader in California for construction materials testing. RMA Group's local resources ensure that your projects will receive accurate, timely test results in Hours not Days:

- » We have the current capacity to dispatch more than 160 inspectors and technicians every day throughout Southern California
- » RMA Group owns more Nuclear Gauges than any other laboratory in California with 85 gauges available locally.
- » We dispatch more trained soils and concrete technicians each day than any other company in Southern California.

The RMA Group team is experienced in all phases of planning, design, and construction of street pavement, traffic signals, underground utilities, buildings, bridges and park facility improvements, and other related projects. Our field and laboratory resources, our knowledge and experience, and our proactive culture make RMA Group the best team for your projects.

Our staff consists of registered geotechnical engineers and engineering geologists that provide our firm with comprehensive design capabilities. RMA Group's geotechnical and geologic design services include preliminary geotechnical investigations, foundation studies, fault investigations, liquefaction analysis, Phase I Environmental Site Assessments, and geotechnical and geologic review of grading and foundation plans.

Our inspectors and technicians are highly qualified to perform all the services anticipated to be part of this contract. They are experienced, cross-trained, and hold multiple certifications (including NICET, ICBO, ACI, Caltrans, OSHPD, and DSA) to inspect the diverse elements of construction projects simultaneously. This allows us to provide inspection services for projects in a highly efficient manner reducing the overall cost of inspection and testing programs.

Our local resources will provide the City of Santa Ana with experienced and highly qualified engineers, geologists, ICC special inspectors, public works inspectors, and soils and materials testing technicians for public works inspection. The key individuals proposed for this project have more than 25 years average experience on various major construction projects and bring a combination of skills and knowledge that will be an asset to the contract's projects.

We anticipate that some projects might require outside services. In managing team subconsultants, RMA Group's Project Manager oversees the respective firm's activities that have been contracted and verifies that quality, scheduling and budgets are maintained per the project parameters. No test results, reports, or other deliverable are received by the client before it is vetted by the RMA Group Project Manager. Much like the manner in which RMA Group maintains its corporate culture of project control, quality, and efficiency, so do our subconsultants integrate their services to be a reflection of the team's processes and procedures.

### LABORATORY CAPABILITIES

RMA Group maintains the most comprehensive state of the art laboratory resources available in California. We own and operate full-service construction materials testing facilities located in Rancho Cucamonga, San Jose, Rancho Cordova, Concord, and San Diego.

Services for this contract will be delivered from our office and laboratory in Carson with back-up services provided from our office and laboratory location in Carson, CA.

Our laboratory facilities are fully equipped to perform Portland cement concrete, masonry, hot mix asphalt, soils, aggregates, structural steel, reinforcing steel, spray fire-resistive materials, and geotechnical engineering application testing for any project which allows us to control the scheduling and priority of all testing and to never rely on an unrelated third party to deliver test results.

Our laboratories have sample receiving areas and are equipped with moist curing rooms, fume hoods, compressed air, deionized water, and other general utilities required for certified facilities. Our moist curing rooms are walk-in storage units with controlled temperature and relative humidity. Our asphalt laboratories are at the cutting edge of the latest technologies performing mix design tests utilizing the Gyratory compactor and rut testing of asphalt mixes utilizing the Hamburg wheel tracking device.

Our universal tension / compression machines run from 60k pounds to 600k pounds and are fully instrumented and equipped to test up to a number 18 reinforcing steel bars. Our laboratories are ISO 17025 accredited and approved to test mechanical couplers and welded splices and hoops for columns used in construction.

In addition to our permanent and satellite laboratory facilities, RMA Group owns a fleet of fully self-sufficient and customizable mobile laboratories. These mobile labs are available to be mobilized to a jobsite in hours and arrive at the project site Caltrans-certified and ready to perform testing within minutes.



They are fully self-sufficient with internal power and water and are capable of being moved to various locations throughout the duration of a project to maximize their efficiency.

All of our laboratories comply with the requirements for laboratory facilities detailed in ASTM E-329 and are inspected biannually by the Division of the State Architect (DSA), Cement and Concrete Reference Laboratory (CCRL) and the American Association of State Highway and Transportation Officials Materials Reference Laboratory (AMRL) of the National Bureau of Standards.

RMA Group continually participates in the reference sample programs offered by the CCRL, the AMRL, and Caltrans. Our testing laboratories are fully certified and we are recognized as a soils and physical materials testing agency by the following agencies:

- » Division of the State Architect: LEA 17, 147, 205, 232, 302
- » AASHTO Materials Reference Laboratory
- » CCRL Cement and Concrete Reference Laboratory
- » California Department of Transportation
- » Federal Aviation Administration
- » United States Army Corps of Engineers
- » OSHPD OPAA-0015-16 (Sacramento-area lab)

**THE DEPTH OF OUR LOCAL LABORATORY  
RESOURCES WILL ALLOW US TO DELIVER  
TEST RESULTS IN HOURS RATHER THAN DAYS.**



## FIRM AND TEAM EXPERIENCE

### QUALIFIED STAFF

We have seasoned veterans with more than 20 years of experience who are versatile, cross-trained, and hold multiple certifications to inspect the diverse elements of construction projects simultaneously. This allows us to provide inspection services for projects in a highly efficient manner reducing the overall cost of inspection and testing programs.

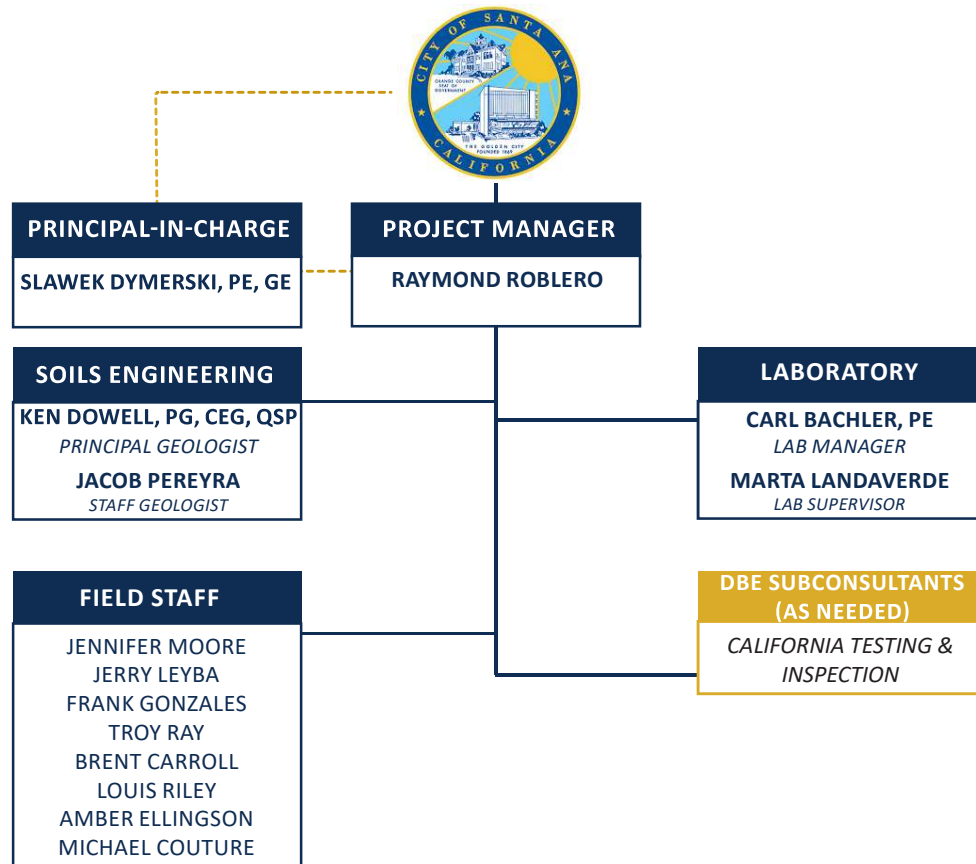
RMA Group constantly invests in educating our inspectors and technicians to be fully certified in many of the different phases of construction. This provides a continuity of personnel during all phases of construction that enables them to have a broadened range of project understanding. Our special inspection services include, but are not limited to, the following.

- Reinforced Concrete and Reinforcing Steel
- Post-Tensioned Concrete
- Foundation Inspection
- Structural Masonry
- Wood and Timber Construction
- Seismic Retrofit Inspections
- Soil Compaction
- Asphaltic Concrete
- Shotcrete

- Structural Steel, Welding Inspection and Testing
- Shop Fabrication QC Audits (Source)
- Fireproofing and Coatings
- High Strength Bolting
- Roofing Inspection
- Torque and Pull Testing
- Floor Flatness Testing
- Floor Level Survey
- Glu-Laminated Inspections
- Shear Wall Nailing and Bolting Inspections
- Non-Destructive Testing (NDT)

We will assign a team of senior-level individuals with direct relevant experience in materials testing and inspection services that understands the unique nature new construction and modernization projects. Their experience grounds them with an understanding of the complex and often time-sensitive nature of project directives. Each member will have specific areas of responsibility to manage and carry out all aspects of this contract.

RMA Group staff are available immediately for providing all services needed for this contract.





### ASSIGNMENT OF KEY STAFF

The strength of our team lies in our people. Our proposed team for this contract consists of our most experienced and capable staff. The key individuals proposed for this project have worked for a decade or more on various municipal capital improvement projects and bring a combination of skills and knowledge that will be an asset to this project. Materials testing and special inspection for the City of Santa Ana will require a team that can consistently provide accurate, reliable, and timely services. This will require a consultant who thoroughly understands the project and their role in the overall construction management team.

Through our past work with on-call projects of a variety of sizes, magnitudes, and scopes/work orders as with the City's proposed contract, we recognize that your Construction Management team and staff have carefully planned budgets in order to maximize your construction dollars. Each of our proposed inspectors are capable of exercising considerable independent judgment, evaluating a wide range of engineering data, and supervising all work activities involved in field and laboratory testing in order to provide a complete and thorough project close-out for the City.

**MR. SLAWEK DYMERSKI, PE, GE** provides corporate leadership as the **Principal-in-Charge** to ensure that RMA Group's pledge to service, professionalism, and technical expertise is delivered consistently throughout a project. Slawek is available to your staff to help identify project needs, allocate additional resources, and provide any assistance necessary to ensure successful completion of the City of Santa Ana's projects.

**MR. RAY ROBLERO** will be your dedicated **Project Manager** for RMA Group's services and your single point of contact for the City's team. Ray will be responsible for coordinating all required manpower, laboratory tests and analyses, and project documentation. As Project Manager, he will be responsible for budgets, schedules, and deliverables and will track the project deliverables and ensure schedule adherence as well as quality in all aspects of RMA Group's work on these projects.

**MR. KEN DOWELL, PG, CEG** will support the team for any geologic or seismic issues that arise during the term of the contract and will execute the field sampling and logging of borings during geotechnical explorations for the project. He will collect site-specific subsurface soil and groundwater information. He will provide field consultation during construction on an as needed basis to address soil conditions that may impact construction.

**MR. CARL BACHLER, PE**, will serve as **Laboratory Manager** for the project and will oversee all laboratory testing activities. Carl has prior and ongoing experience working with materials testing for geotechnical as well as other municipal and transportation projects. His familiarity with related code requirements for testing of construction materials allows him to know exactly what to look out for during materials testing in the laboratory. Carl will communicate directly with other team members on the contract's projects, promptly informing them of test results or any potential problems encountered with the construction materials.

### SPECIAL INSPECTORS & FIELD TECHNICIANS

Our field staff have been with RMA Group for varying years ranging from two years to more than a decade. They will provide field observation, sampling, documentation, and testing of all soil, concrete, sphalt, and other tests requested by the City, as needed, per each task order.

Our staff will also include geotechnical technicians for all soil applications and geotechnical investigations. Our lead inspectors are handpicked for specific projects based on their experience and certifications and how well those match up to the requirements and construction elements on each project.

# UNDERSTANDING OF NEED

## UNDERSTANDING & SCOPE OF WORK

Our proposed scope of work will consist of providing on-call materials testing and inspection services on an as-needed basis. We understand that the testing and inspection services will be required to support various construction projects for street pavement, traffic signals, underground utilities, buildings, bridges and park facility improvements. The scopes of work necessary to successfully complete these construction projects are further detailed herein.

RMA Group has developed a highly successfully project approach and strategy working on a variety of on-call projects by using our effective and detailed management system. The design of this system will ensure open and timely communication between the City and its representatives and RMA Group staff. It will expedite the timely response for service requests, RFIs, and change notices and will manage the prompt reporting of all field and laboratory results. Above all, it will deliver a strict cost management practice to complete this project within the City of Santa Ana's budgets.

## PRE-CONSTRUCTION ACTIVITIES

Prior to the project commencing, our Project Manager, Ray Roblero, will review the approved project documents. During this review, he will formulate a quality control approach for staffing inspectors and material testing. Once completed, this plan will be discussed at the pre-construction jobsite meeting with representatives from the City, City's Construction Management Team, and the contractor. Our Project Manager, inspector, and any other necessary key personnel will attend this meeting.

It is understood that site inspectors do not have the authority to authorize project document changes. Any proposed changes will be coordinated with the lead inspector or Project Manager. They will communicate the proposed changes to the City's representative.

Our staff assigned to this project will have valid identification, insurance, required certifications, transportation to project site, and mobile phone for communication.

## SERVICES DURING CONSTRUCTION

Our firm will provide inspection and material testing services during construction throughout the duration of the project. The tasks are outlined below in subtasks A – D.

**Subtask A:** Our assigned personnel will attend jobsite meetings and coordinate inspections and material testing as requested by City representative. When requested, our Project Manager or lead inspector can assist the City in reviewing the contractor's invoices to verify completed work progress at the end of each month. This will include monitoring and providing supporting documentation for extra work completed by personnel / equipment in support of a change order.

On-call inspections services and material testing activities will be completed to ensure the project is constructed in compliance with the project documents and standards, including any project change orders. During this process, inspectors will review and inspect the Contractor's work. Observation of survey layouts, line, elevation, and grade will be included, as requested. Our lead inspectors will monitor for corrective actions by contractor to fix work non-compliant work.

During and nearing completion of construction, our inspector will prepare and inspect punch-lists for any corrective actions necessary to ensure all red-lined drawings / plans were incorporated during the construction of the project.

**Subtask B:** The assigned personal (e.g. Project Manager, Field Operations Manager, and Inspectors) will complete daily field inspection reports on electronic forms approved by the City. These reports will be distributed to the project or uploaded into a file share service as-needed. The daily inspection report will document observations and identify work completed by contractor. The lead inspector will complete a monthly progress report of pictures documenting the project's progress. All reports and photos will be uploaded to the City's preferred documentation system.

**Subtask C:** Our Fields Operation Manager, Lead Inspector, and Dispatchers are equipped with mobile phones and can be contacted for emergency situation. Prior to project beginning, these numbers will be provided to the City representative and contractor.

As a standard project start up procedure, the lead inspector will assist the City with verifying the contractor has up to date health standards and safety program in place, including a COVID-19 safety plan. During the course of this project, if a safety issue is observed, the Lead Inspector will document the observation and notify the Contractor. The Lead Inspector will assist the City in reviewing the Contractor's regulatory

permits and mitigation measures are in compliance with project documents.

**Subtask D:** Along with special inspections, the project will require material testing. Inspectors will ensure accurate samples are taken in accordance with project documents. The material samples will be transported to our certified laboratory and assigned a project specific bar code for tracking and controlling purposes. According to the RFP, material testing is required for concrete, masonry, asphalt, soils, base materials, reinforcing steel, fireproofing, environmental and non-destructive testing on paint coatings (on-site and fabrication shop). Once material testing is completed, the test results will be provided to the City representative and contractor.



## RMA GROUP'S SUGGESTIONS TO ENHANCE THE CITY'S OBJECTIVES

RMA Group's inspectors and staff are cross-trained and hold multiple certifications. This allows our staff to dispatch an inspector who is experienced, multi-disciplined, and capable of performing multiple tasks. As a result, we are able to reduce the overall inspection hours resulting in cost and time savings for the City. Additionally, our inspection staff is highly experienced in projects with similar scopes. They utilize their experience to not only verify code compliance but also to assist in anticipating forthcoming issues, so that they can be handled in a proactive fashion.

## PROCESS AND APPROACH

Our process utilizes an effective and detailed management organization and state-of-the-art project controls to ensure open and timely communication between the City of Santa Ana, its representatives, RMA Group, and our staff. Our approach will expedite the timely response for service requests and will manage the prompt reporting of all deliverables while delivering a strict budget management practice to complete the City's project with a high level of cost-effectiveness.

Our staff will be readily available to accommodate last-minute requests for testing and inspection services in the field and / or our laboratory.

With our laboratory capabilities and large staff of engineers, RMA Group has the proven ability to rapidly respond to the City's requests, complete the requested materials testing and inspection services, and furnish complete reports within strict timetables. We are and will remain available to commence work on your project within 12-hours of notification by authorized City personnel and in an emergency situation can accommodate a request within two to four hours.

Additionally, we will maintain an emergency contact list so City personnel will always know who to call in emergency situations. Our depth of knowledgeable personnel together with our dedication to the City's project, make us the ideal candidate for providing the as-needed testing and inspection services.

Our professional staff will actively coordinate our services with the City's representatives and / or Inspector regarding scheduling requests, testing turnaround times, results, and interpretations of results. The results of all tests will be reported in the appropriate procedure for the City and will be properly documented and filed in accordance with best industry practice. RMA Group will provide services inclusive of all elements necessary for a turn-key program.

## PROJECT COORDINATION

Mr. Ray Roblero, our Project Manager, will be involved during the project start up. Information obtained from the City, during the initial notification call and our subsequent communication with the City's Inspector will be used to properly staff the project and keep track of the anticipated budget utilization. During and immediately following the initial notification, we will gather information with regards to:

- » Anticipated scheduling and staffing requirements.
- » Key construction elements schedules and critical deadlines.
- » Roles, responsibilities and contact information of project team members.
- » Unique requirements or aspects of the project.
- » Any modifications to the Operational Procedures contained in the Request for Proposals.

The information taken from the initial notification call will be used to develop final schedules for deliverables that clearly reflect all of the project requirements and the City's



## UNDERSTANDING OF NEED

expectations.

Our Project Manager and staff will also be available to attend other meetings during the course of work, as needed. Proactive communication approach will be used when coordinating with City's consultants: architect, engineer, construction management firm and general contractor.

The following sections contain a general outline; based on the information we currently have, of how our key staff members would complete our services under this contract.

### MATERIALS TESTING & INSPECTION SERVICES

Materials testing and inspection is processed through groundwork that is laid out before your project ever begins. When RMA Group receives the notification from the City to proceed with a project, we will immediately put into play the strategy and an approach that was previously discussed in this section. Our team will review project plans, specifications, estimates, and relevant codes and standards to familiarize ourselves with the project demands.

### IMPLEMENTING STAFF

After the City has reviewed and approved our cost estimate proposal, we will set the contract up in our project management software as a new project. The City will communicate inspection and testing requests directly to our project manager and project coordinator. The RMA Group team will review the request and decide which City-approved inspector or technician is best suited for the work and for the project, and whose personality will be most likely to fit in with other project team members.

RMA Group employs more than 160 certified technicians and inspectors locally and more than 200 overall who hold licenses and certifications to perform inspection and materials testing. We have many inspectors licensed to successfully support the City's project. In the event that the City is even remotely unsatisfied with the performance or behavior of an RMA Group team member in the office, field, or laboratory, that team member will be immediately be removed from further work on City's project and we will have a discussion with the City on who will be best suited to replace the individual and how we can identify the specific problem and implement practices to avoid similar problems in the future. Although this happens with extreme rareness, we are prepared to

deal with such events to maintain the highest level of client satisfaction. With the large size of our staff, there will be no delay in finding replacements for any personnel who are removed from your City project. Our electronic documentation system combined with your Project Wise Construction Management system and close oversight by the project manager and field director will assure continuity of ongoing work product quality and project schedules.

RMA Group constantly invests in educating our inspectors and technicians to become and remain fully certified in many of the different phases of construction. This provides a continuity of personnel during all phases of construction that enables them to have a broadened range of project understanding. RMA Group is fully capable of providing all of the specific services listed in the Request for Proposal.

### BUDGET CONTROL

In the event that personnel are scheduled for work that was not included in the original proposal, our proprietary software will send an automatic email notice to the Project Manager and key team members. This instant notification allows for rapid communication between RMA Group and the City to guarantee that any work outside the original scope will be agreed upon before it happens. It is a proactive approach to project management that allows us to discuss and resolve extra work or change order issues before they become a problem.

RMA Group field personnel will arrive on-site with their daily report, certifications, equipment and safety gear, and instructions from the project team. Field personnel work will vary drastically depending on the type of project and which elements are being inspected or tested, but they will always fill out their daily report after the work is complete and have it signed by an authorized representative on-site.

This allows any discrepancies in time worked or issues encountered on site to be resolved on the project site, same day, rather than having to debate over them in the office weeks or months afterward.

Daily reports will be distributed, where applicable, to on-site supervisors or representatives, to a field file, and to the RMA Group office. RMA Group office personnel scan the daily report, which has a unique report identification number and a barcode, into our proprietary software where it can be instantaneously

recalled by any team members, any time.

When conducting inspection, our inspector will show up on site, inspect the work, complete his daily report and have it signed, and leave. When conducting materials testing, our technician will do the same except that he will perform field tests using calibrated testing equipment for which he or she is certified.

### SAMPLING AND TESTING OF MATERIALS

Field testing technicians will also typically need to perform sampling, whether it be bags of soil, cylinders of concrete, or anything else the specifications and codes require. Sampling frequencies and sample quantities will be in accordance with relevant specifications, but RMA Group can always sample additional material at the request of the City. Construction material sampling will be performed on the project site or at the separate production facility, where applicable, in accordance with project specifications, codes, and standardized test methods.

RMA Group takes great care in sampling, transporting, and storing samples before they are tested, as even slight disturbances to a sample can ultimately cause variations in test results. Some materials, such as soil, can be transported to our laboratory immediately after sampling. Other materials, such as concrete, must remain on site to allow for required field curing before they can be handled and transported.

Upon test completion, the raw laboratory test result sheet will be reviewed by laboratory supervisors and logged out of our LIMS system. Once logged out, it can be recalled instantaneously in LIMS by RMA Group project team members at any time. Logged out tests will also be automatically entered into our project management software to appear on the next invoice to the City. The project manager is notified when test results are complete, and our professional staff delivers a formal report of the results to the project manager for review. Once approved by the project manager, laboratory test reports are submitted to the City.

### CONSTRUCTION SPECIAL INSPECTIONS

All special inspectors dispatched to City of Santa Ana projects will be properly certified and will have a minimum of five years of experience working in the City of Santa Ana and surrounding areas. All inspectors and technicians dispatched by RMA Group are full-time employees that have been properly trained on our quality control procedures.

Asphalt inspection and compaction

testing will consist of materials testing of asphaltic concrete used in the construction of private roadway and parking area improvements. These services will include monitoring the temperature and rolling procedure and the determination of the in place density testing of asphalt concrete using the nuclear gauge (ASTM D2950). Laboratory testing will be performed to determine the laboratory test maximum density of the asphaltic concrete in accordance with ASTM D2041. A written report summarizing the results of all tests performed will be prepared upon completion of the work.

Fireproofing Inspections will be performed by an ICC certified inspector during the application of sprayed fire resistant materials. The certified inspector will perform periodic inspections to verify that the substrate to receive fire resistant coatings has been properly prepared and is at the correct temperature. He will monitor the thickness of the application to verify the minimum thickness is achieved and will make periodic inspections to verify the condition of the finished application. Our inspector will obtain field samples of the fire resistant materials and return them to the laboratory for density determination in accordance with ASTM E605. Written reports of all tests presenting applicable information would be prepared at the completion of testing.

Masonry inspections will be performed by an ICC certified special inspector during the placement of the masonry work, reinforcing steel placement, and grout placements. He will perform periodic inspection of the masonry work for fit up, jointing and the general details of the work being constructed. He will provide periodic inspection to verify the proper size and placement of reinforcing steel and embedded anchors. Our inspector will provide continuous inspection during the placement of grout and mortar to verify proper application techniques. Our inspector will sample fresh grout and mortar to obtain samples for strength testing.

Reinforcing steel inspections will be performed to give assurance that the supplier is exercising satisfactory control over production, fabrication and placing of reinforcing to ensure compliance with the project specifications, applicable codes and industry standards. We will provide an ICC certified special inspector to perform inspection of the concrete form work and reinforcing steel placement. The field inspector will perform inspections of the formwork for shape, location and dimensions of the concrete member being formed. The field inspector will also



## UNDERSTANDING OF NEED

provide inspection to verify the proper size and placement of reinforcing steel and embedded anchors.

We will also verify steel mill test reports, sample material (if required), and inspect the fabrication. Written progress reports will be provided.

Reinforced concrete inspections will be performed continuously during the placement of concrete to verify that the class of concrete ordered is being delivered and conforms to the specifications, drawing and/or code requirements. Slump tests, entrained air, temperature, unit weight (when required) and concrete sampling will be performed during all concrete placements. The samples will be delivered to our local laboratory, cured in a controlled environment and tested for compression strength.

Structural steel and welding inspections are performed to assure that proper quality control is exercised at the shop and field. The certified welding inspector will perform inspections before, during, and after welding. We will provide an inspector that has been certified by County of Las Angeles for welding. The observation would consist of inspection of all welds made in the shop and / or field for compliance of the approved plans and job specifications. The inspector shall make a systematic record of all welds, including a list of defective welds and a manner of correction of defects. The inspector will check the material, equipment, details of construction and procedures, as well as the welds. Our inspector will perform inspection during fit up and fabrication of structural steel to verify the materials utilized are properly marked and traceable. The inspector will collect mill certifications for the materials and inspect joint details to verify conformance at each connection. Non Destructive testing of the completed welds will be performed as required. The inspector may use Ultrasonic(UT), Magnetic Particle(MT) or Dye Penetrant(PT) as appropriate to inspect completed welds and assure the adequacy of the welding

### PROJECT CLOSE-OUT

Upon project completion, the City may need closeout documents or testing professional staff will be able to recall all daily inspection reports and all laboratory test results using our LIMS software. This allows for easy access to information and inspection summaries. Our testing and inspection summaries for the entire project can be put together efficiently. If there are any outstanding issues as the project comes to a close,

RMA Group staff will be able to very quickly reproduce any relevant reports or laboratory test results using LIMS, reducing delays that otherwise might result from having to track down physical files.

### QUALITY ASSURANCE AND QUALITY CONTROL

Quality is an intrinsic part of RMA Group's operations. It is the first topic on every management agenda, and it permeates the daily activities of every employee. Our internal Quality Control program reflects our specific commitment to go beyond mere compliance with basic requirements.

The program is a major piece of RMA Group's mission: to provide quality laboratory testing services meeting a broad range of our clients' needs. The objective of RMA Group's Quality Control Program is to ensure that the test data we provide meet our clients' quality objectives. In most cases, the aspects of quality that concern our clients most are the accuracy, precision, and completeness of our test results.

We maintain control of our test results through the use of technical oversight by registered civil engineers, internal audits of project documentation, our continual participation in reference sample programs and through training and proficiency evaluations for all of our technical staff.

All of the field and laboratory tests performed for projects will be performed under the responsible charge of a registered civil engineer who will provide technical oversight of RMA Group's field and laboratory activities. Technical oversight includes reviewing test data and reports for precision, accuracy and completion and monitoring the procedures and equipment utilized to perform testing to verify conformance with relevant specifications. Laboratory staff is directed to immediately report unusual observations or findings to the engineer in responsible charge of the laboratory. This allows the engineer to evaluate the test procedure and results and make a determination regarding the validity of any unusual findings.

## RELEVANT PROJECT EXPERIENCE

### FOX STREET TANK PROJECT | PERRIS, CA

**Owner:** Eastern Municipal Water District (EMWD)

**Contact:** Fermin Balvaneda | 951.928.3777

**Project Status:** 2016 - 2019

**Construction Cost:** \$3.5 Million



Part of RMA Group's on-call contract with EMWD, we provided grading observation and testing, special inspection of reinforced concrete construction, and other lab testing as needed for this 1MG tank installation and valve/pipeline connection project.

### NEW WATER QUALITY LABORATORY | CHINO, CA

**Owner:** Inland Empire Utilities Agency

**Contact:** Jerry Burke | 909.993.1548

**Project Status:** 2016 - 2018

**Construction Cost:** \$17.8 Million



RMA Group observed and approved the preparation of existing ground, observed placement, processing and compaction of fills, performed field compaction tests of the processed existing ground and fills, laboratory testing on soils, and prepared a comprehensive geotechnical report for this project.

### PITCHESS DETENTION FACILITY RENOVATIONS/IMPROVEMENTS | LOS ANGELES, CA

**Owner:** County of Los Angeles

**Contact:** Greg Johnson | 626.458.1741

**Project Status:** 2019 - 2020

**Construction Cost:** \$15.5 Million



RMA Group provided soils inspection and testing for excavation and backfill and special inspections and testing for reinforced concrete, masonry, steel fabrication, and anchor installation for this jail renovation project.

### PHILLIPS RANCH ROAD / SR60 IMPROVEMENTS | POMONA, CA

**Owner:** City of Pomona

**Contact:** Matt Pilar | 909.620.2261

**Project Status:** 2019 - 2020

**Construction Cost (total project):** \$107 Million



RMA Group provided soils compaction testing for the backfill of subgrade soils for the replacement concrete ramps, curbs, gutters, and sidewalks within the Caltrans right-of-way, part of an overall SR60 improvement project.

### CAMERON AVENUE PAVEMENT REHAB | WEST COVINA, CA

**Owner:** City of West Covina

**Contact:** Miguel Hernandez | 626.939.8400

**Project Status:** 2018

**Construction Cost:** \$950,000



RMA Group provided construction inspection and testing for quality control of the pavement rehabilitation conducted installing rubberized asphalt concrete, repairing damaged curbs, gutters, and sidewalks, adjusting ramps, and all appurtenant work.



## RELEVANT PROJECT EXPERIENCE

### EMWD ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING & INSPECTION SERVICES VARIOUS, CA

RMA Group has been providing as-needed geotechnical engineering services for the Eastern Municipal Water District (EMWD) since 2016. During this time, RMA Group worked on all multiple projects which include the Cottonwood Avenue Recycled Water Pipeline Project, French Valley Recycled Water Pipeline, and the Fox Street Tank Project.

RMA Group's scope of service includes geotechnical investigations in which we review all of our findings and develop a geotechnical investigation report summarizing our findings and providing conclusions and engineering recommendations. The reports also include drafted borings logs and other figures and maps. Each report is custom-tailored to the needs of EMWD.

**Owner:** Eastern Municipal Water District  
**Contact:** Fermin Balvaneda | 951.928.3777  
**Project Status:** 2016 - Ongoing



### LOS ANGELES COUNTY ON - CALL DEPARTMENT OF PUBLIC WORKS LOS ANGELES, CA

RMA was contracted in 2011 for a three-year with two option year as-needed geotechnical, materials testing and inspection services contract. Services provided to the County include geotechnical investigations for various county facilities. Projects have included taking cores to determine in-place pavement structural section, soil samples, laboratory testing, and structural section calculations utilizing FAREFIELD.

Projects to date have included geotechnical investigations, roadway projects, vertical construction special inspections and materials testing, and other public works as needed.

**Owner:** County of Los Angeles  
**Contact:** Greg Johnson | 626.458.1741  
**Project Status:** 2011 - Ongoing



### ON-CALL GEOTECHNICAL, MATERIALS TESTING & SPECIAL INSPECTION SERVICES POMONA, CA

RMA Group's overall services for this on-call contract consisted of office research, field exploration, laboratory testing, review of the compiled data, and preparation of a written report containing recommendations for our geotechnical engineering work. SireScan, a division of RMA Group, was included in this contract for potholing.

#### CITY WIDE STREET PRESERVATION

#### DISTRICT 6 REHABILITATION IMPROVEMENTS

**Owner:** City of Pomona  
**Contact:** Matt Pilar | 909.620.2261  
**Project Status:** 2015-Ongoing



### ON-CALL CONSTRUCTION MATERIALS TESTING & INSPECTION LONG BEACH, CA

RMA Group is providing qualified personnel and coordinating our efforts with the on-site Construction Inspector, including scheduling of work, and coordination of the contractors and any other persons on the site of various Capital Improvement projects and other City projects.

The material testing laboratory services consist of material testing of specimen of concrete, masonry, aggregates, asphalt and asphalt plant inspection, soils, epoxies, metal, steel reinforcement, welds, diamond bit coring of asphalt, concrete or masonry, environmental sampling and testing of soil and water, including ground water sampling and testing in accordance with Environmental Protection Agency (EPA) standards, road rating and profilograph testing of streets, and other general laboratory material testing per the City's Project Specifications.

**Owner:** City of Long Beach  
**Contact:** Marc Wright | 562.570.6383  
**Project Status:** 2016 - Ongoing



#### SERVICES PROVIDED

AGENCY NAME	MTIS Services	GEO Investigation	GEO Soils/ Excavation	ACI Concrete	Batch Plant	Compaction Testing	Caltrans Test Methods	ASTM Test Methods	Deflectometer Testing	ICC Reinforced Concrete	ICC Masonry	ICC Post Installed Anchors	AWS Welding	Utility Locating/ Potholing
EASTERN MUNICIPAL WATER DISTRICT	■	■	■			■		■		■			■	
COUNTY OF LOS ANGELES	■	■	■	■		■		■		■	■	■	■	■
CITY OF POMONA		■					■	■	■					■
CITY OF LONG BEACH	■			■	■		■	■						



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## RELEVANT PROJECT EXPERIENCE

### COUNTY OF SAN BERNARDINO STREET IMPROVEMENTS | SAN BERNARDINO, CA

Our services include quality control investigative services for projects and typical geotechnical services for road paving projects. These include pavement reconstruction, maintenance resurfacing, paving of dirt roads, geology investigations for road stability, ground penetrating radar surveys with reports for depth analysis of existing sub-grade layers, pavement layers, and utilities, and obtaining core data and soil samples.

### ON - CALL CONSTRUCTION MATERIALS & SOILS TESTING SERVICES | WEST COVINA, CA

The City of West Covina's capital improvement program (CIP) budget reflects the City's commitment to public safety, investing in the community's infrastructure, and providing financial stability for the City. Projects detailed within their CIP include street improvements, traffic safety enhancements, storm drain improvements, sewer improvements, facility improvements, park improvements, and assessment district improvements.

As a as-needed consultant for construction materials and soils testing, RMA Group performs earthwork testing and observation, compaction testing of subgrade and utility trench backfill, reinforcing steel and reinforced concrete testing, asphalt testing, batch plant inspection and testing, and any other tests requested by the City.

**Owner:** County of San Bernardino  
**Contact:** Medhat Matta | 909.387.2060  
**Project Status:** 2018 - Ongoing



**Owner:** City of West Covina  
**Contact:** Delfino Consunji | 626.939.8400  
**Project Status:** 2015 - Ongoing



### INLAND EMPIRE UTILITIES AGENCY ON-CALL CONTRACT | FONTANA | RANCHO CUCAMONGA | CHINO, CA

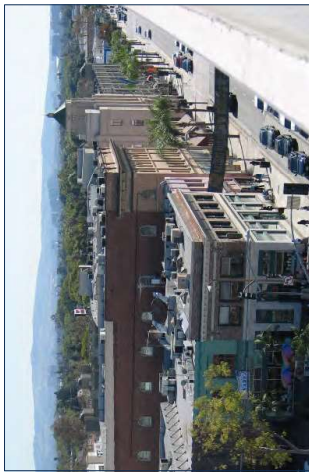
RMA Group has been providing geotechnical engineering during design and construction as well as materials testing to Inland Empire Utilities Agency since 1998. During this time, RMA Group worked on all five of this agency's water treatment plants, the RP Administration and Operation Building, Peaker Plant, and Wetland Restoration Project.

During our tenure, RMA Group has been consistently able to meet the scheduling and staffing assignments to complete the range of services. On-site, RMA Group personnel provided inspection with detailed documentation that included description of the work in progress by each trade or consultant, approved submittals, change orders, bulletins, requests for information or clarification, and correction notices or notices of non-compliance issued.

**Owner:** Inland Empire Utilities Agency  
**Contact:** Jerry Burke | 909.313.9588  
**Project Status:** 1998 - Ongoing



**Owner:** City of Santa Ana  
**Contact:** Mindy Ly | 714.647.5665  
**Project Status:** 2018 - Ongoing



## SERVICES PROVIDED

AGENCY NAME	MTIS Services	GEO Investigation	GEO Soil/Excavation	ACI Concrete	Batch Plant	Compaction Testing	Caltrans Test Methods	ASTM Test Methods	Deflectometer Testing	ICC Reinforced Concrete	ICC Masonry	ICC Post Installed Anchors	AWS Welding	Utility Locating/Potholing
COUNTY OF SAN BERNARDINO	■	■	■	■				■		■			■	
CITY OF WEST COVINA	■			■	■	■		■		■				
INLAND EMPIRE UTILITY AGENCY	■	■	■	■		■		■						■
CITY OF SANTA ANA (GEO)	■	■	■	■		■		■						■





## SCHEDULE OF DELIVERY

### STAFFING AND RESOURCE MANAGEMENT PLAN

Since our daily operations are customer service focused, we have an excellent reputation for responding to urgent and last minute client requests. All involved in a construction process would prefer to follow a set schedule of work; however, anybody who has been involved in a construction process knows that rarely does work progress in strict accordance to the schedule. Therefore, we fully expect that urgent or last minute requests from the City will occur and are prepared to accommodate them. All of our staff, from the Principal-in-Charge through our Dispatcher and the field staff, are fully dedicated to accommodating such requests to eliminate any negative potential impacts to the project schedule or cost.

Additionally, our employees are provided company vehicles so travel is never an issue. Even out of state inspections may be performed easily by our staff or one of our associates located at the out-of-state locations.

### RESPONSIVENESS

We will provide certified personnel to perform the inspection, testing, oversight, and reporting as required. In order to provide timely responses to testing requests RMA requests a 48 hours of notice prior to inspections/testing.

RMA Group is fully prepared to provide resources within 24 hours notice. We understand sometimes circumstances arise that may not allow for advanced notice and RMA will always strive to provide as quick of a response as possible to all project requests to limit any delays in progress.

RMA Group will provide onsite testing and laboratory testing services in conformance with the City's QAP, Caltrans standards, and other oversight agency standards to ensure that schedules and frequencies are met for data results and distribution to your City's construction team.

## REFERENCES

### COUNTY OF SAN BERNARDINO

825 East Third Street, Room 117  
San Bernardino, CA 92415  
Medhat Matta | Pavement Management Engineer  
909.387.2060

RMA Group was chosen to provide on-all geotechnical engineering services to the County of San Bernardino.  
2016 - Ongoing

### COUNTY OF LOS ANGELES

900 South Fremont Avenue, 8th Floor  
Alhambra, CA 91803  
Greg Johnson | Project Manager  
626.458.1741

RMA Group has been providing on-call services to the County of Los Angeles since 2011. Services include geotechnical engineering, materials testing, and special inspections.  
2011 - Ongoing

### CITY OF LONG BEACH

333 S. Beaudry Avenue  
Los Angeles, CA 90017  
Marc Wright | Construction Service Officer  
562.570.5791

RMA Group is providing on-call services to the City of Long Beach. Services include materials testing, and special inspections.  
2016 - Ongoing



## **EXHIBIT C**

### **CONSULTANT'S FEE & COSTS PROPOSAL**

**Local Assistance Procedures Manual**

**EXHIBIT 10-H2  
Cost Proposal**

**EXHIBIT 10-H2 COST PROPOSAL** (Page 1 of 3)  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed  
Consultant or Subconsultant                      RMA Group                      ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. NO. 20-111 | Materials Testing and Special Inspection Services  
Contract No. TBD Participation Amount \$ TBD Date 1/30/2023

For Combined Rate	Fringe Benefit <u>59.75%</u> + General & Administrative <u>36.84%</u>	=	<u>96.59%</u>	Combined ICR%
	OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee =			
				10%

BILLING INFORMATION				CALCULATION INFORMATION			
Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To		
Slawek Dymerski, PE, G.E. Principal-In-Charge	\$227.06	\$227.06	\$227.06	01/30/2023	01/30/2024	\$105.00	No escalation Not Applicable
Jim Cunneen, JD, PE, Project Manager	\$192.34	\$192.34	\$192.34	01/30/2023	01/30/2024	\$88.94	No escalation Not Applicable
Ken Dowell, PG, CEG, QSD, Project Geologist	\$129.75	\$129.75	\$129.75	01/30/2023	01/30/2024	\$60.00	No escalation Not Applicable
Mike Wielogorski Field Supervisor	\$151.37	\$151.37	\$151.37	01/30/2023	01/30/2024	\$70.00	No escalation Not Applicable
Carl Bachler Lab Manager	\$118.94	\$118.94	\$118.94	01/30/2023	01/30/2024	\$55.00	No escalation Not Applicable

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate From	To	Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)					
Journeyman Group 1*	\$118.11	\$177.17	\$236.22	01/30/2023	06/30/2023	\$54.68		
	\$126.75	\$190.12	\$253.50	07/01/2023	06/30/2024	\$58.68	\$4.00	Not Applicable
	\$135.39	\$203.08	\$270.78	07/01/2024	06/29/2025	\$62.68	\$4.00	
Journeyman Group 2*	\$121.95	\$182.93	\$243.75	01/30/2023	06/30/2023	\$56.46		
	\$130.59	\$195.89	\$261.18	07/01/2023	06/30/2024	\$60.46	\$4.00	Not Applicable
	\$139.23	\$208.85	\$278.46	07/01/2024	06/29/2025	\$64.46	\$4.00	
Journeyman Group 3*	\$126.27	\$189.41	\$228.40	01/30/2023	06/30/2023	\$58.46		
	\$134.91	\$202.37	\$269.82	07/01/2023	06/30/2024	\$62.46	\$4.00	Not Applicable
	\$143.55	\$215.33	\$287.10	07/01/2024	06/29/2025	\$66.46	\$4.00	
Apprentice Period 1*	\$65.93	\$98.90	\$131.87	01/30/2023	06/30/2023	\$34.10		
	\$82.30	\$123.44	\$164.60	07/01/2023	06/30/2024	\$38.10	\$4.00	Not Applicable
	\$90.94	\$136.40	\$181.88	07/01/2024	06/29/2025	\$42.10	\$4.00	
Apprentice Period 2*	\$71.43	\$107.14	\$142.85	01/30/2023	06/30/2023	\$36.84		
	\$88.21	\$132.32	\$176.42	07/01/2023	06/30/2024	\$40.84	\$4.00	Not Applicable
	\$98.85	\$148.28	\$197.70	07/01/2024	06/29/2025	\$44.84	\$4.00	
Apprentice Period 3*	\$76.92	\$115.38	\$153.84	001/30/2023	06/30/2023	\$39.68		
	\$94.35	\$141.52	\$188.70	07/01/2023	06/30/2024	\$43.68	\$4.00	Not Applicable
	\$102.98	\$154.48	\$205.96	07/01/2024	06/29/2022	\$47.68	\$4.00	
Apprentice Period 4*	\$82.41	\$123.62	\$164.82	01/30/2023	06/30/2023	\$42.51		
	\$100.46	\$150.59	\$200.92	07/01/2023	06/30/2024	\$46.51	\$4.00	Not Applicable
	\$109.10	\$163.65	\$218.20	07/01/2024	06/29/2022	\$50.51	\$4.00	
Apprentice Period 5*	\$87.91	\$131.86	\$175.81	01/30/2023	06/30/2023	\$45.34		
	\$106.57	\$159.86	\$213.14	07/01/2023	06/30/2024	\$49.34	\$4.00	Not Applicable
	\$115.21	\$172.82	\$230.42	07/01/2024	06/29/2025	\$53.34	\$4.00	
Apprentice Period 6*	\$98.89	\$148.34	\$197.78	01/30/2023	06/30/2023	\$51.01		
	\$118.82	\$178.23	\$237.64	07/01/2023	06/30/2024	\$55.01	\$4.00	Not Applicable
	\$127.46	\$191.19	\$254.92	07/01/2024	06/29/2025	\$59.01	\$4.00	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES: \*\*DIR Prevailing Wage To Be Determined

- Denote all employees subject to prevailing wage with an asterisks (\*)
- For "Other Direct Cost" listing, see page 6 of 9 of this Exhibit





**Local Assistance Procedures Manual**

**EXHIBIT 10-H2  
Cost Proposal**

PRIME TOTAL ODCs = TBD			SUBCONSULTANT #1 Subtotals ODCs =			SUBCONSULTANT #2 ODCs =		
Travel	See Attached General Charges		Travel			Travel		
A.			A. Mileage			A. Mileage		
B.			B.			B. Sample Pick-up & Delivery		
C.			Equipment					
PRIME TOTAL ODCs = TBD per Project Scope/Contract			SUBCONSULTANT #1 TOTALS ODCs =			SUBCONSULTANT #2 ODCs =		

**IMPORTANT NOTES:**

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

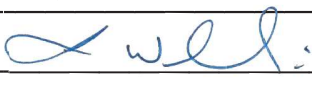
**EXHIBIT 10-H2 COST PROPOSAL** Page 3 of 3**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Slawek Dymerski Title\*: Vice President  
Signature:  Date of Certification (mm/dd/yyyy): 01/30/2023  
Email: sdymerski@rmacompanies.com Phone Number: 909.989.7151  
Address: 1210 E. 223rd Street, Suite 319, Carson, CA 90745

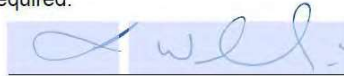
\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Materials Testing and Inspection Services

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: City of Santa Ana 2. Contract DBE Goal: 10%  
 3. Project Description: Materials Testing and Inspection Services (MTIS)  
 4. Project Location: City of Santa Ana (Citywide)  
 5. Consultant's Name: RMA Group 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: NTE \$950,000  
 8. Total Dollar Amount for ALL Subconsultants: \$950,000.00 9. Total Number of ALL Subconsultants: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Additional MTIS Services	37594	California Testing & Inspection Fabiola, PE - 213-748-4900	950,000
<b>Local Agency to Complete this Section</b>			
20. Local Agency Contract Number: _____			\$ 950,000.00
21. Federal-Aid Project Number: _____			10 %
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____			
24. Date _____			
25. Local Agency Representative's Name _____			
26. Phone _____			
27. Local Agency Representative's Title _____			
14. TOTAL CLAIMED DBE PARTICIPATION			
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
			01/27/2023
15. Preparer's Signature _____			16. Date _____
Slawek Dymerski, PE, GE			909-989-1751
17. Preparer's Name _____			18. Phone _____
Vice President			
19. Preparer's Title _____			

**DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.