

**SPECIAL INSPECTION AND MATERIAL TESTING
CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made and entered into this 12th day of **JANUARY** in the year **2021**, between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as (“DISTRICT”), and TWINING, INC., hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, to the extent of the law, CONSULTANT is and shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 while performing or providing any Services under this AGREEMENT;

WHEREAS, the DISTRICT requires SPECIAL INSPECTION AND MATERIAL TESTING SERVICES for the RUSSELL HALL REPLACEMENT (HEALTH SCIENCES) PROJECT AT SANTA ANA COLLEGE (hereinafter referred to as the “PROJECT”);

WHEREAS, CONSULTANT shall at all times be qualified and approved by the Division of the State Architect (“DSA”) and shall at all times maintain proper qualifications, to perform the duties of and act as a testing laboratory and/or special inspector on community college building construction projects and to perform the services required by this AGREEMENT; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide its specialized testing and inspection services to the DISTRICT on the terms hereinafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES

1. Services. CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the special inspection and/or testing services necessary to complete the PROJECT as required by the DSA approved Construction Documents and this AGREEMENT. The CONSULTANT’s basic services shall include those services set forth in this Article as well as those services articulated in **EXHIBIT “A”**. The PARTIES agree if there is a proposal or similar document attached or incorporated into **EXHIBIT “A”**, that the terms of this AGREEMENT shall be controlling over any of the terms contained within the CONSULTANT’s proposal or similar document.

2. Contract Term. The effective period of this agreement is January 12, 2021 through June 30, 2023 or until the notice of completion for the Construction Work is recorded and DSA Certification and project close-out has been achieved, unless terminated or otherwise canceled .

3. All Laboratories of Record utilized by the CONSULTANT or hired as a sub-consultant must have approval by the DSA Laboratory Evaluation and Acceptance (LEA) Program and demonstrate that it meets the requirements for supervision of special inspections, quality control, and records retention that would enable the laboratory’s engineering manager to file a combined verified report.

4. The CONSULTANT shall perform all special inspections and testing services in conformance with the PROJECT’s DSA approved Construction Documents, applicable codes and code

references. The CONSULTANT shall meet all applicable requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by DSA. Any references to DSA requirements for the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

5. The CONSULTANT shall obtain a copy of the Construction Documents that were approved by DSA for the completion of the PROJECT including, but not limited to, the DSA approved Statement of Structural Tests and Special Inspections (Form DSA-103), from the Design Professional in General Responsible Charge of the PROJECT (the "Architect/Engineer") prior to the commencement of construction on the PROJECT and shall maintain a copy of the approved DSA-103 Form in the CONSULTANT's Project File for the duration of the PROJECT. The CONSULTANT shall thoroughly review and evaluate the approved DSA-103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

6. The CONSULTANT shall meet with the Project Inspector, the Architect/Engineer, Structural Engineer and the DISTRICT as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the special inspection and testing program required by the DSA approved Construction Documents for the PROJECT and this AGREEMENT.

7. The CONSULTANT shall prepare and submit Interim Verified Reports to DSA in a timely manner such that construction is not delayed, and provide a copy of such report to the Project Inspector for each of the applicable sections of the Project Inspection Cards (Form DSA 152), that are required for the completion of the PROJECT, when such sections require special inspections and/or testing prior to the Project Inspector's approval and sign off. The applicable sections of the Project Inspection Cards are as follows:

- a. Initial Site Work and Foundation Prep;
- b. Vertical and Horizontal Framing;
- c. Appurtenances;
- d. Non-Building Site Structures;
- e. Finish Site Work; or
- f. Other Work.

8. The CONSULTANT shall submit a signed Final Verified Report to DSA, and provide a copy of such report to the Project Inspector, the Architect/Engineer, the Structural Engineer, and the DISTRICT upon any of the following events:

- a. Within fourteen (14) days of the completion of the CONSULTANT's special inspection and/or testing work;
- b. When work on the PROJECT is suspended for a period of more than one (1) month;
- c. When the services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; and/or
- d. In the event DSA requests a Verified Report.

9. If CONSULTANT's work involves the in-plant inspection of relocatable buildings that are being manufactured for placement on the PROJECT site, CONSULTANT shall obtain the Project Inspection Cards from DSA that are needed for the in-plant inspection of such relocatable building(s). The CONSULTANT shall complete the Project Inspection Cards during the in-plant completion of the relocatable building(s) as required by Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The CONSULTANT must provide the original Project Inspection Cards that are used for the in-plant inspection of the PROJECT's relocatable buildings to the Project Inspector at the time such relocatable buildings are delivered to the PROJECT site.

10. The CONSULTANT shall work under the technical direction and supervision of the Project Inspector or the Architect/Engineer as applicable.

11. The CONSULTANT shall keep the Project Inspector, the Architect/Engineer, the Structural Engineer, and the DISTRICT informed of all special inspections, testing, and/or PROJECT related activities being performed by the CONSULTANT in order to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily.

12. The CONSULTANT shall keep the Project Inspector, Architect/Engineer, Structural Engineer, and the DISTRICT thoroughly informed as to the progress of the work by submitting detailed daily reports, in writing, to the Project Inspector which outline the work inspected and/or tested. The CONSULTANT shall submit the detailed daily reports to the Project Inspector on the same day the inspections, testing and/or PROJECT related activities are performed and shall provide the Architect/Engineer, Structural Engineer, and the DISTRICT with a copy of such reports. The CONSULTANT shall also submit daily special inspection reports in a timely manner to the Project Inspector so as not to delay the PROJECT. However, in no event shall the CONSULTANT submit a special inspection report to the Project Inspector later than fourteen (14) days from the date the special inspections are performed. The CONSULTANT shall provide a copy of each daily special inspection report to the Architect/Engineer, Structural Engineer, and the DISTRICT on the day the original report is submitted to the Project Inspector.

13. In the event the CONSULTANT identifies construction and/or material deviations from the DSA approved Construction Documents in connection with the work being completed on the PROJECT, the CONSULTANT shall immediately issue a written report of such deviations to DSA. The CONSULTANT shall provide a copy of each report to the Project Inspector, Architect/Engineer, Structural Engineer, and the DISTRICT on the day the original report is submitted to DSA.

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

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

b. CONSULTANT, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all

applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

15. CONSULTANT will be required to comply with the DISTRICT's Community and Student Workforce Project Agreement ("CSWPA") which is attached as **EXHIBIT "C"** for CONSULTANT'S use and reference.

16. DIR Contractor Registration. This PROJECT is a public works project as defined in Labor Code section 1720. To the extent applicable, the CONSULTANT and all subcontractors performing the work for the PROJECT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. To the extent applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE II – TERMINATION: SUSPENSION

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

2. DISTRICT's Termination for Convenience. The DISTRICT may, at any time, upon seven (7) days advance written notice to CONSULTANT terminate this Agreement or the Work of the Project

for the DISTRICT's convenience and without fault, neglect, or default on the part of CONSULTANT. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the DISTRICT's written notice to CONSULTANT or such other time as the DISTRICT and CONSULTANT may mutually agreed upon. In such event, the DISTRICT shall make payment of the Contract Price to CONSULTANT for services provided through the date of termination plus actual costs incurred by CONSULTANT directly attributable to such termination.

3. CONSULTANT Obligations upon Termination. Upon the DISTRICT's exercise of the right of termination under Article III, Paragraph 1 or 2 of this Agreement, the CONSULTANT shall take action as directed by the DISTRICT relative to its on-going administration of geotechnical construction services of the Project. If requested by the DISTRICT, the CONSULTANT shall within ten (10) days of such request, assemble and deliver to the DISTRICT all Geotechnical Documents, work product, instruments of service, and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the CONSULTANT under this Agreement. The CONSULTANT shall deliver the originals of all Geotechnical Documents, work product, instruments of service, and other items of a tangible nature requested by the DISTRICT pursuant to the preceding sentence; provided, however, that the CONSULTANT may, at its sole cost and expense, make reproductions of the originals delivered to the DISTRICT.

4. DISTRICT's Right to Suspend. The DISTRICT may, in its discretion, suspend all or any part of the construction of the Project or the CONSULTANT's services under this Agreement; provided, however, that if the DISTRICT shall suspend construction of the Project or CONSULTANT's services under this Agreement for a period of sixty (60) consecutive days or more and such suspension is not caused by the CONSULTANT's default or the acts or omissions of CONSULTANT or its CONSULTANTS, upon lifting of such suspension, the Contract Price may be adjusted to reflect actual costs and expenses incurred by CONSULTANT, if any, as a direct result of the suspension and resumption of the Project construction or CONSULTANT's services under this Agreement.

5. CONSULTANT Suspension of Services. If the DISTRICT shall fail to make payment of an undisputed invoice when due CONSULTANT hereunder, CONSULTANT may, upon seven (7) days advance written notice to the DISTRICT, suspend further performance of services relating to the Project hereunder until such undisputed payment is received. In such event, CONSULTANT shall have no liability for any delays or additional costs of construction of the Project due to, or arising out of, such suspension.

ARTICLE III – DISPUTES

1. Continuation of CONSULTANT Services. Except in the event of the DISTRICT's failure to make payment of an undisputed invoice due CONSULTANT for the Project, notwithstanding any disputes between DISTRICT and CONSULTANT hereunder or in connection with the Project, CONSULTANT and DISTRICT shall each continue to perform their respective obligations hereunder; including the obligation of the CONSULTANT to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

2. Mandatory Mediation. All claims, disputes and other matters in controversy between the CONSULTANT and the DISTRICT arising out of or pertaining to this Agreement, excepting therefrom claims for indemnity, shall be submitted for resolution by non-binding mediation conducted under the auspices of the JAMS or other mutually agreeable dispute resolution service and their respective governing Construction Mediation Rules in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the DISTRICT or the CONSULTANT commencing arbitration proceedings pursuant to Paragraph

3 below.

3. Arbitration. All claims, disputes or other matters in controversy between CONSULTANT and DISTRICT arising out of or pertaining to this Agreement which are not fully resolved through the mandatory mediation set forth in Paragraph 2 above shall be settled and resolved by binding arbitration before one (1) retired judge conducted under the auspices of the JAMS or other mutually agreeable dispute resolution service. Any arbitration hereunder shall be conducted in the JAMS' Regional Office or other ADR service's office closest to the Site. The award rendered by the Arbitrator(s) shall be final and binding upon the DISTRICT and the CONSULTANT and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. The DISTRICT and CONSULTANT hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. Furthermore, if any claim or dispute is asserted by the Project Architect, Construction Manager if any, the Contractor and/or the DISTRICT relating to the Project and arising in whole or in part out of this Agreement, the services provided by or through the CONSULTANT hereunder or the Instruments of Service prepared by or through the CONSULTANT, CONSULTANT and DISTRICT agree that any arbitration proceedings initiated between CONSULTANT and DISTRICT hereunder shall, without the need for an order of the Court, be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute by and between the aforementioned parties, regardless of the dispute resolution service selected.

4. Compliance with Government Code §900 et seq. The foregoing provisions relating to dispute resolution procedures notwithstanding, neither this Agreement nor such provisions shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the CONSULTANT's submission of claims to the DISTRICT as a express condition precedent and prerequisite to filing a Demand for Arbitration, which shall be deemed a "claim" for money or damages under Government Code §900 et seq. The CONSULTANT's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the CONSULTANT's initiation of the binding arbitration procedures under Article IV, Paragraph 3, above.

5. Limitation on Arbitrator's Authority. Notwithstanding any other provision of this Article, the Superior Court for the State of California for the County of Orange, shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine: (i) a challenge to the institution or maintenance of a proceeding in arbitration of a claim on the grounds that the claim is barred by the applicable statute of limitations, (ii) the claim is barred by a provision of the California Tort Claims Act, (iii) claimant has failed to satisfy any and all conditions precedent to arbitration, (iv) the right to compel arbitration has been waived by the petitioner, (v) grounds exist for the revocation of the arbitration agreement, and/or (vi) there is the prospect that a ruling in arbitration would conflict with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

6. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE III OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE IV – REPORTS AND/OR OTHER DOCUMENTS

1. The Project Inspection Cards, reports, and/or other documents that are prepared, reproduced, maintained, and/or managed by the CONSULTANT or CONSULTANT’s consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter the “PROPERTY”). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT’s receipt of the DISTRICT’s written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure to comply with the requirements in this ARTICLE shall be deemed a material breach of this AGREEMENT.

ARTICLE V – ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT’s direct personnel hours and other expenses pertaining to the PROJECT and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT’s authorized representative at mutually convenient times for a period from the date of this AGREEMENT through two (2) years after completion of the PROJECT.

ARTICLE VI – COMPENSATION TO THE CONSULTANT

1. Basic Services: CONSULTANT agrees to perform Services set forth in this AGREEMENT, and DISTRICT agrees to pay CONSULTANT for such Services in accordance with **EXHIBIT “A”**. Payment under this ARTICLE includes the cost of the Services necessary for the PROJECT including the furnishing of all materials, apparatus, labor, and any required insurance for exploration procedures, sampling, field and laboratory testing, preparing and submitting logs and reports and any other Services as set forth in **EXHIBIT “A”**.

2. Additional Services: Compensation for Additional Services shall be dependent upon CONSULTANT’s compliance with the provisions outlined in ARTICLE VI below and shall be calculated in accordance with the rates set forth in **EXHIBIT “A”**.

3. Reimbursable CONSULTANT Costs/Expenses: DISTRICT recognizes that certain costs and expenses associated with the Services performed are reimbursable to the CONSULTANT. Provided that the CONSULTANT obtains the DISTRICT’s prior written approval, costs and expenses will be reimbursed to the CONSULTANT in accordance with this ARTICLE. The DISTRICT’s prior written authorization is an express condition precedent to any reimbursement to the CONSULTANT of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by the DISTRICT and calculated in accordance with the rates set forth in **EXHIBIT “A”**. The CONSULTANT’s mileage and travel time shall not be considered as an allowable reimbursable expense. The descriptive categories of expenses that may be considered for reimbursement are as follows, and any other reimbursable expenses must be approved in writing by the DISTRICT:

- a. Approved reproduction of reports and/or other documents in excess of the copies required by this AGREEMENT;
- b. Fees advanced for securing approval of authorities in connection with the Services rendered pursuant to this AGREEMENT;
- c. Cost of sub-consultants hired by CONSULTANT with prior approval of DISTRICT.

d. Other DISTRICT requested items as requested in writing.

4. Invoices. The CONSULTANT shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the Service, identify the individual performing the Service, state the hours and days/date worked and hourly rate charged, and describe all activities performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced items. Invoices requesting payment for overtime must reflect straight time and overtime hours being charged, and must include a copy of the DISTRICT's written authorization to incur additional overtime expense. No payments will be made by the DISTRICT to the CONSULTANT for monthly invoices requesting reimbursables or overtime absent the prior written authorization of the DISTRICT. The DISTRICT shall make payment to the CONSULTANT of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the invoice.

5. District's Right to Withhold. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: 1) defective or deficient work product not remedied; 2) failure of the CONSULTANT to make payments properly to its employees or sub-consultants; or 3) failure of CONSULTANT to perform its Services in a timely manner so as to conform to PROJECT schedule.

ARTICLE VII – ADDITIONAL CONSULTANT SERVICES

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing. Additional services shall include:

a. Making material revisions in reports or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of such documents.

b. Preparing reports and other documentation and supporting data, and providing other services in connection with project modifications required by causes beyond the control of the CONSULTANT which are not the result of the direct or indirect negligence, errors or omissions on the part of CONSULTANT.

c. If the DISTRICT requests additional shifts to complete the services articulated in Article I and EXHIBIT "A" where the requests for additional shifts does not arise from the direct or indirect negligence, errors or omissions on the part of CONSULTANT. The CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT.

d. Providing any other services as requested in writing by the DISTRICT.

ARTICLE VIII – INDEMNITY AND INSURANCE

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

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

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

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

2. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Sections 1(a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence as set forth in Article VIII, Section 1(c) above, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings.

3. If the services provided pursuant to this AGREEMENT will be performed by a licensed architect, landscape architect, engineer, or land surveyor, the following indemnity requirements in this Article VII, Section 3 shall apply. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONSULTANT shall indemnify, protect, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of CONSULTANT, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes CONSULTANT's liability as to the active or sole negligence or willful misconduct of the District.

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

b. General Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law, or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. Professional Liability: If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

4. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTIONS 1-2 (OR SECTION 3 AS APPLICABLE) OF THIS AGREEMENT SHALL BE THE SOLE DEFENSE, INDEMNITY AND HOLD HARMLESS AGREEMENTS BETWEEN THE PARTIES, PROVIDED SAME IS IN COMPLIANCE WITH CALIFORNIA CIVIL CODE §§2772 THROUGH 2784.5, AS APPLICABLE. SHOULD ARTICLE VI, SECTIONS 1-2 (OR SECTION 3 AS APPLICABLE) OF THIS AGREEMENT BE IN CONFLICT WITH ANY OF THE AFORESAID STATUTES, ARTICLE VII, SECTIONS 1-2 (OR SECTION 3 AS APPLICABLE) OF THIS AGREEMENT SHALL BE READ TO INCLUDE AND BE CONSISTENT THEREWITH. ANY OTHER DEFENSE, INDEMNITY AND/OR HOLD HARMLESS PROVISIONS THAT ARE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

5. ANY ATTEMPT TO LIMIT THE CONSULTANT'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONSULTANT.

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

a. The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:

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

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Article VII, Section 5(b)above shall name the DISTRICT and its officers, agents and employees as additional insureds; and shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by the DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to the DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify the DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to the DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse the DISTRICT upon demand for the cost thereof.

ARTICLE IX – MISCELLANEOUS

1. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

2. Prevailing Wages. For purposes of California Labor Code section 1720 et seq., the PROJECT is a public works project. If applicable and required, CONSULTANT shall pay, and shall cause all sub-consultants and/or subcontractors of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform work or Services under this AGREEMENT.

3. No Third Party Beneficiaries. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

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

5. Governing Law. This AGREEMENT shall be governed by the laws of the State of California.

6. Entire Agreement. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY PROPOSAL, GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS **EXHIBIT "A"** SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS, AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS **EXHIBIT "A"** BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS

DESCRIBING THE CONSULTANT'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

7. Time. Time is of the essence with respect to all provisions of this AGREEMENT.
8. Attorney's fees and Costs. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
9. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents or provisions that are subject to the exclusions specifically set forth in this AGREEMENT.
10. Uncertainties/Ambiguities. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.
11. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.
12. Confidentiality. The CONSULTANT shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.
13. Severability. If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.
14. Gift Ban: Effective April 25, 2016, the Board of Trustees adopted Board Policy 3821 Gift Ban Policy. The Consultant shall adhere to Board Policy 3821 as there are strict prohibitions outlined in the policy. For further reference and information please read BP 3821 located found on the RSCCD website at <http://www.rsccd.edu/Trustees/Pages/BP-3821.aspx>
15. CONSULTANT shall not change any of the key personnel listed in Exhibit A without prior written notice to, and written approval by, District, unless said personnel cease to be employed by CONSULTANT. In either case, District shall be allowed to interview and approve replacement personnel.
16. If any CONSULTANT personnel fail to perform to the satisfaction of the District or fully comply with the terms of this Agreement, then upon five days' written notice by the District the CONSULTANT shall have five (5) days to remove that person from the project and replace that person with personnel acceptable to the District. All lead or key personnel for any CONSULTANT must be also be designated by the CONSULTANT and shall be subject to the District's right to interview and approve replacement personnel. In either case, District shall be allowed to interview and approve replacement personnel.

17. Approved SUB-CONSULTANTS shall not be changed without the prior written consent of the DISTRICT. CONSULTANT shall promptly obtain written DISTRICT approval of any replacement or new SUB-CONSULTANT working on this project. Nothing in this Agreement shall create any contractual relation between the DISTRICT and any SUB-CONSULTANT employed by the CONSULTANT under the terms of this agreement.

18. Conflict of Interest. CONSULTANT represent that the CONSULTANT have no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by CONSULTANT. In the event a conflict arises during the performance of this Agreement, said person shall be immediately removed from the Project and replaced with personnel acceptable to the District.

19. Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

Rancho Santiago Community College District
Attn: Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction & Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92703
Telephone: (714) 480-7510

To the CONSULTANT:

Twining, Inc.
Attn: Steven Schiffer
Vice President
2883 East Spring Street, Suite 300
Long Beach, CA 90806
Telephone: 562-426-3355

20. Tobacco Prohibited. Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.

21. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

22. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Paragraph 16.

23. Parking. CONSULTANT shall be responsible for purchasing applicable parking passes from Safety & Security Offices when the need arises to visit any of the campuses.

24. Images: If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

25. This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted.

ARTICLE X – ENTIRE AGREEMENT

1. All of the AGREEMENT between the PARTIES is included herein, and no warranties expressed or implied, representations, promises, or statements have been made by either PARTY unless endorsed hereon in writing, and no charges or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the AGREEMENT.

2. Neither amendments to nor modifications of this AGREEMENT shall be effective unless signed by officials of the CONSULTANT and the DISTRICT having authority equal to or greater than that of the officials signing this AGREEMENT. The DISTRICT and the CONSULTANT hereby agree to the full performance of the covenants contained herein.

3. Covid 19. Consultant shall at all times comply with all federal, state, and local directives, ordinances, laws, health orders and regulations and District guidelines including, but not limited to, OSHA and Cal-OSHA concerning COVID-19. This may require scheduling site visits by appointment only, the ability to conduct business meetings via online or the internet, wearing required face mask protection and maintain social distancing guidelines if attendance on site is necessary to conduct essential business related to services described herein.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

CONSULTANT:
TWINING, INC.

DISTRICT:
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Print Name: _____

Adam M. O'Connor, Interim Vice Chancellor
Business Operations and Fiscal Services

Its: _____

Date: _____

Date: _____

Address: _____

Phone: _____

Tax ID: _____

E-mail: _____

DIR #: _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

EXHIBIT “A”

1. Compensation for Basic Services:

The DISTRICT shall compensate the CONSULTANT for the performance of all Services required under this AGREEMENT an hourly amount not-to-exceed **SIX HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED TEN and 0/100 DOLLARS (\$691,810)**. Payments will be based on monthly invoices, payable in arrears, which will set forth the hours actually worked, tests completed and expenses incurred during the billing period. The billing rates indicated herein will be multiplied by the actual hours for each position to arrive at the total fee for each month. The CONSULTANT shall not exceed the not-to-exceed fee without prior written authorization of the DISTRICT.

- a. Allowance: Included in the above fee is an allowance to perform any additional services by the District in a total not-to-exceed fee of **ONE HUNDRED THOUSAND DOLLARS (\$ 100,000)**. Prior written approve by the District is required for the use of allowance for unforeseen conditions and additional testing. Rates and fees are subject to written District approval, prior to commencement of additional services as describes in Article VII. Reimbursable expense shall be paid to the CONSULTANT at one and five hundredths (1.05) times the expenses incurred by the CONSULTANT, the CONSULTANT’s employees and consultants.

2. Hourly Rates and Fee Schedule:

The rates set forth shall be valid and not increased during the life of this AGREEMENT.

Position:	Name of Personnel:	Hourly Rates:
Project Executive	Linas Vitkus	\$165.00
Project Manager	Hesam “Sam” Sajed	\$145.00
Special Inspector, Tensile, Torque, Ultra Sonic	TBD	\$96.00
All Other Special Inspectors	TBD	\$92.50
Field Technician	TBD	\$92.50
Office Support/Clerical	TBD	\$75.00

Any changes to personnel shall be in accordance per Article IX, section 16 and 17 of this Agreement. Compensation shall be based on actual hours worked, the District does not allow for minimum hours. Mileage and travel time shall not be considered an allowable expense. Any overtime, weekend, or holiday work must be pre-approved and authorized by the District in advance prior to commencement of such work and must be provided in writing. If overtime rates are different than the above base rates, advance, written, approval shall be required by the District. Any overtime, weekend, or holiday work must be pre-approved and authorized by the District in advance prior to commencement of such work and must be provided in writing.

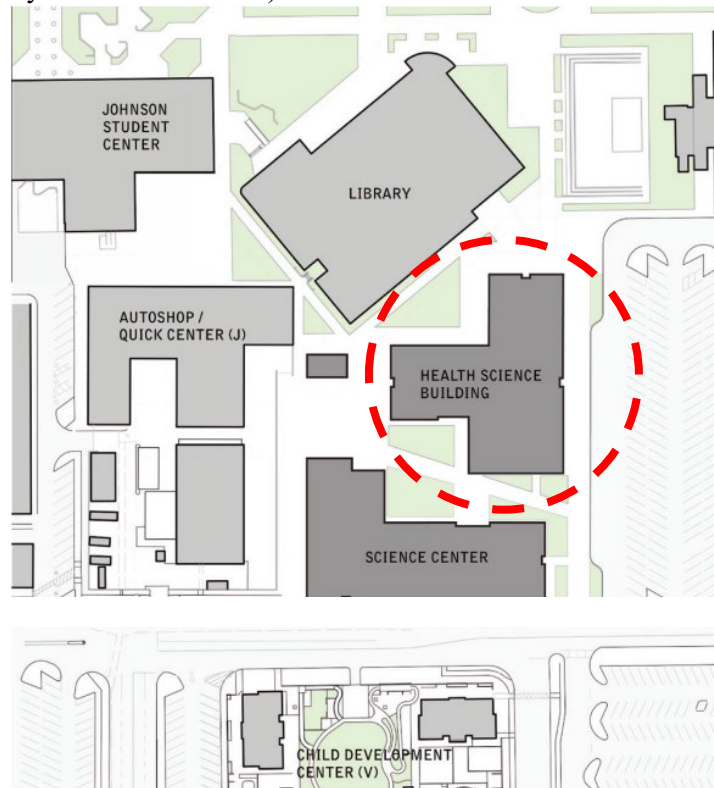
3. Service Testing Rates:

Tests	Rates per Test
Compression Test: Concrete Cylinders	\$35.00
Reinforcing Steel	\$60.00
High Strength Bolts	\$80.00

HS Bolt, Nuts & Washers	\$95.00
Anchor Bolts & Rods	\$95.00
Fire Proofing-Adhesion, Cohesion test	\$65.00
Fire Proofing-Oven Dry Density	\$70.00

4. Proposed Project

The Russell Hall Replacement (Health Sciences) project (“Project”) is located at Santa Ana College, 1530 W. 17th Street, Santa Ana, CA 92706. The Project is an approved State funded project and includes the construction of a new 3-story health sciences building. The new 55,563 GSF 3-story building will allow for the consolidation and growth of the Health Sciences programs including Nursing, Occupational Therapy Technology, Emergency Medical Services, Pharmacy Technology, offices, general classrooms, (2) large lecture halls (150+ seats), and associated support spaces. The building will be located south of the existing Library and north of the new Science Center (currently under construction).



5. Form DSA-103 Statement of Structural Tests & Special Inspections:

See attached.

6. Sub-Consultants

Approved SUB-CONSULTANTS shall not be changed without the prior written consent of the DISTRICT. CONSULTANT shall promptly obtain written DISTRICT approval of any replacement or new SUB-CONSULTANT working on this project. Nothing in this Agreement shall

Agreement No. 0397.00
Board Approval: January 11, 2021

create any contractual relation between the DISTRICT and any SUB-CONSULTANT employed by the CONSULTANT under the terms of this agreement.

NOVA Services, Inc.
944 Calle Amanecer, Suite F
San Clemente, CA 92673
Telephone: 949-388-7710
Jesse Bearfield, PE,
jbearfield@usa-nova
DIR _____

DSA 103: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS

Application Number: 04-118141

School Name: Sanata Ana College

School District: Rancho Santiago
Community College

DSA File Number: 30-C2

Increment Number:

Date Submitted: 3/19/2020

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A.

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
Continuous – Indicates that a continuous special inspection is required	GE – Indicates that the special inspection is to be performed by a registered Geotechnical Engineer (GE) or his or her authorized representative
Periodic – Indicates that a periodic special inspection is required	LOR – Indicates that the test or inspection is to be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program Laboratory of Record (LOR). See Section 4-335, 2013 CCR Title 24, Part 1
Test – Indicates that a test is required	SI – Indicates that the special inspection is to be performed by a Special Inspector (SI)

DSA 103: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS)

Application Number: 04-118141

School Name: Sanata Ana College

School District: Rancho Santiago

Community College

DSA File Number: 30-C2

Increment Number:

Date Submitted: 3/19/2020

Geotechnical Reports: Project has a geotechnical report, or CDs indicate soils special inspection is required by GE

1. GENERAL:		Table 1705A.6		
<input checked="" type="checkbox"/>	<p>a. Verify that:</p> <ul style="list-style-type: none"> • Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations. • Foundation excavations are extended to proper depth and have reached proper material. • Materials below footings are adequate to achieve the design bearing capacity. 	Periodic	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)
2. SOIL COMPACTION AND FILL:		Table 1705A.6		
<input checked="" type="checkbox"/>	a. Perform classification and testing of fill materials.	Test	LOR*	* Under the supervision of the geotechnical engineer.
<input checked="" type="checkbox"/>	b. Verify use of proper materials, densities and inspect lift thicknesses, placement and compaction during placement of fill.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (Refer to specific items identified in the Appendix for exemptions where soils SI and testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil SI and test reporting requirements for the exempt items.)
<input checked="" type="checkbox"/>	c. Compaction testing.	Test	LOR*	* Under the supervision of the geotechnical engineer. (Refer to specific items identified in the Appendix for exemptions where soils testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil test reporting requirements for the exempt items.)
3. DRIVEN DEEP FOUNDATIONS (PILES):		Table 1705A.7		
<input type="checkbox"/>	a. Verify pile materials, sizes and lengths comply with the requirements.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.

DSA 103: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS)

Application Number: 04-118141

School Name: Sanata Ana College

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Increment Number:

Date Submitted: 3/19/2020

<input type="checkbox"/>	b. Determine capacities of test piles and conduct additional load tests as required.	Test	LOR*	* Under the supervision of the geotechnical engineer.
<input type="checkbox"/>	c. Inspect driving operations and maintain complete and accurate records for each pile.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	d. Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	e. Steel piles.	Provide tests and inspections per STEEL section below.		
<input type="checkbox"/>	f. Concrete piles and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		
<input type="checkbox"/>	g. For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	*	*	* As defined on drawings or specifications.

	4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):	Table 1705A.8		
<input checked="" type="checkbox"/>	a. Inspect drilling operations and maintain complete and accurate records for each pier.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	b. Verify pier locations, diameters, plumbness, bell diameters (if applicable), lengths and embedment into bedrock (if applicable). Record concrete or grout volumes.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	c. Confirm adequate end strata bearing capacity.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	d. Concrete piers.	Provide tests and inspections per CONCRETE section below.		

DSA 103: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS)

Application Number: 04-118141

School Name: Sanata Ana College

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Community College

DSA File Number: 30-C2

Increment Number:

Date Submitted: 3/19/2020

5. RETAINING WALLS:				
<input checked="" type="checkbox"/>	a. Placement of soil reinforcement, drainage devices and backfill.	Continuous	GE*	Placement, compaction and inspection of backfill per Section 1705A.6.1 for fills supporting foundations (Section 2 above). * By geotechnical engineer or his or her qualified representative.
<input checked="" type="checkbox"/>	b. Segmental retaining walls; inspect placement of units, dowels, connectors, etc.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. See IR 16-3.
<input checked="" type="checkbox"/>	c. Concrete retaining walls.	Provide tests and inspections per CONCRETE section below.		
<input type="checkbox"/>	d. Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		

6. OTHER SOILS:				
<input type="checkbox"/>	a. Soil Improvements	Test	GE*	Submit a comprehensive report documenting final soil improvements constructed, construction observation and the results of the confirmation testing and analysis to CGS for final acceptance. * By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	b. Inspection of Soil Improvements	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	c.			

DSA 103: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (Concrete)

Application Number: 04-118141

School Name: Sanata Ana College

School District: Rancho Santiago
Community College

DSA File Number: 30-C2

Increment Number:

Date Submitted: 3/19/2020

7. CAST-IN-PLACE CONCRETE		Table 1705A.3, ACI 318-14 Sections 26.12 & 26.13		
Material Verification and Testing:				
<input checked="" type="checkbox"/>	a. Verify use of required design mix.	Periodic	SI	Table 1705A.3 Item 5, 1910A.1 (1909.2.3+)
<input checked="" type="checkbox"/>	b. Identify, sample, and test reinforcing steel.	Test	LOR	1910A.2 (1909.2.4+); ACI 318-14 Section 26.6.1.2. DSA IR 17-10.16 (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Test	LOR	Table 1705A.3 Item 6; ACI 318-14 Sections 26.5 & 26.12
<input checked="" type="checkbox"/>	d. Test concrete (f'_c).	Test	LOR	1905A.1.16 (1909.3.7+); ACI 318-14 Section 26.12.
Inspection:				
<input checked="" type="checkbox"/>	e. Batch plant inspection: Continuous	See Notes	SI	Default of ' Continuous ' per 1705A.3.3; If approved by DSA, batch plant inspection may be reduced to ' Periodic ' subject to requirements in Section 1705A.3.3.1, or eliminated per 1705A.3.3.2. (See Appendix for exemptions.)
<input checked="" type="checkbox"/>	f. Welding of reinforcing steel.	Provide special inspection per STEEL, category 19.1(d) & (e) and/or 19.2(g) & (h) below.		

8. PRESTRESSED / POST-TENSIONED CONCRETE (in addition to Cast-in-Place Concrete tests and inspections):				
<input type="checkbox"/>	a. Sample and test prestressing tendons and anchorages.	Test	LOR	1705A.3.4, 1910A.3 (1909.2.5+)
<input type="checkbox"/>	b. Inspect placement of prestressing tendons.	Periodic	SI	1705A.3.4, Table 1705A.3 Items 1 & 9.
<input type="checkbox"/>	c. Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	Periodic	SI	Table 1705A.3 Item 11. Special inspector to verify specified concrete strength test prior to stressing.
<input type="checkbox"/>	d. Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	Continuous	SI	1705A.3.4, Table 1705A.3 Item 9; ACI 318-14 Section 26.13

DSA 103: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (Concrete)

Application Number: 04-118141

School Name: Sanata Ana College

School District: Rancho Santiago
Community College

DSA File Number: 30-C2

Increment Number:

Date Submitted: 3/19/2020

9. PRECAST CONCRETE (in addition to Cast-in-Place Concrete tests and inspections):				
<input type="checkbox"/>	a. Inspect fabrication of precast concrete members.	Continuous	SI	ACI 318-14 Section 26.13
<input type="checkbox"/>	b. Inspect erection of precast concrete members.	Periodic	SI*	Table 1705A.3 Item 10; * May be performed by PI when specifically approved by DSA.
10. SHOTCRETE (in addition to Cast-in-Place Concrete tests and inspections):				
<input type="checkbox"/>	a. Inspect shotcrete placement for proper application techniques.	Continuous	SI	1705A.19, Table 1705A.3 Item 7. See ACI 506.2-13 Section 3.4.
<input type="checkbox"/>	b. Sample and test shotcrete (f'_c).	Test	LOR	1908A.5, 1908A.10 (1909.4+)
11. POST-INSTALLED ANCHORS:				
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1616A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic) (See Appendix for exemptions). ACI 318-14 Sections 17.8 & 26.13 * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1910A.5 (1909.2.7+). (See Appendix for exemptions.)
12. OTHER CONCRETE:				
<input type="checkbox"/>				

DSA 103: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (Steel and Aluminum)

Application Number: 04-118141

School Name: Sanata Ana College

School District: Rancho Santiago

Community College

DSA File Number: 30-C2

Increment Number:

Date Submitted: 3/19/2020

17. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES Table 1705A.2.1, AISC 303-10, AISC 360-10, AISC 341-10, AISC 358-10, AISI S100-07/S2-10				
Material Verification:				
<input checked="" type="checkbox"/>	a. Verify identification of all materials and: Mill certificates indicate material properties that comply with requirements, sizes, types and grades comply with requirements.	Periodic	*	2203A.1 (2203.1+), Table 1705A.2.1 Item 3a-3c; AISI S100-07/S2-10 Section A2.1 & A2.2, AISI S200-12 Section A3, AISI S220-11 Section A4. * By special inspector or qualified technician when performed off-site.
<input checked="" type="checkbox"/>	b. Test unidentified materials	Test	LOR	2203A.1 (2203.1+).
<input checked="" type="checkbox"/>	c. Examine seam welds of HSS shapes	Periodic	SI	DSA IR 17-3.
Inspection:				
<input checked="" type="checkbox"/>	d. Verify and document steel fabrication per DSA-approved construction documents.	Periodic	SI	Not applicable to cold-formed steel light-frame construction, except for trusses (1705A.2.4).

18. HIGH-STRENGTH BOLTS: RCSC 2009				
Material Verification of High-Strength Bolts, Nuts and Washers:				
<input checked="" type="checkbox"/>	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents.	Periodic	SI	Table 1705A.2.1 Item 1, 2203A.1; RCSC 2009 Section 2.1. DSA IR 17-9
<input checked="" type="checkbox"/>	b. Test high-strength bolts, nuts and washers.	Test	LOR	2213A.1 (2212.6.1+). RCSC 2009 Section 7.2; DSA IR 17-8.16
Inspection of High-Strength Bolt Installation:				
<input checked="" type="checkbox"/>	c. Bearing-type ("snug tight") connections.	Periodic	SI	Table 1705A.2.1 Item 2a; RCSC 2009 Section 9.1. DSA IR 17-9
<input checked="" type="checkbox"/>	d. Slip-critical connections.	*	SI	Table 1705A.2.1 Item 2b & 2c. RCSC 2009 Section 9.2 & 9.3. * "Continuous" or "Periodic" depends on the tightening method used, DSA IR 17-9 and 1705A.2.1.

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19. WELDING:		1705A.2.5, Table 1705A.2.1 Items 4 & 5; DSA IR 17-3, AWS D1.1 and AWS D1.8 for structural steel, AWS D1.2 for Aluminum, AWS D1.3 for cold-formed steel, AWS D1.4 for reinforcing steel. (See Appendix for exemptions.)		
Verification of Materials, Equipment, Welders, etc:				
<input checked="" type="checkbox"/>	a. Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.
19.1 SHOP WELDING:				
<input checked="" type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds	Continuous	SI	Table 1705A.2.1 Item 5a1-4. Per AISC 360-10 (and AISC 341-10 as applicable). DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds	Periodic	SI	1705A.2.2, Table 1705A.2.1 Item 5a.5 & 5a.6. Per AISC 360-10 (and AISC 341-10 as applicable). DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Inspect welding of stairs and railing systems.	Periodic	SI	1705A.2.1. Per AISC 360-10 (and AISC 341-10 as applicable). AWS D1.1 & D1.3. DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Verification of reinforcing steel weldability other than ASTM A706	Periodic	SI	1705A.3.1; verify carbon equivalent reported on mill certificates. AWS D1.4. DSA IR 17-3.
<input checked="" type="checkbox"/>	e. Inspect welding of reinforcing steel.	Continuous	SI	1705A.3.1, Table 1705A.3 Item 2 and Table 1705A.2.1 Item 5b, 1903A.8. AWS D1.4. DSA IR 17-3.
19.2 FIELD WELDING:				
<input checked="" type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds	Continuous	SI	Table 1705A.2.1 Item 5a1-4. Per AISC 360-10 (and AISC 341-10 as applicable). DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16"	Periodic	SI	Table 1705A.2.1 Item 5a.5. Per AISC 360-10 (and AISC 341-10 as applicable). DSA IR 17-3.

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<input checked="" type="checkbox"/>	c. Inspect end-welded studs (ASTM A-108) installation (including bend test)	Periodic	SI	2213A.2 (2212.6.2+); per AISC 360-10 (and AISC 341-10 as applicable), AWS D1.1. DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Inspect floor and roof deck welds	Periodic	SI	1705A.2.2, Table 1705A.2.1 Item 5a.6; per AISC 360 (and AISC 341 as applicable) & AWS D1.3. DSA IR 17-3.
<input checked="" type="checkbox"/>	e. Inspect welding of structural cold-formed steel	Periodic	SI*	1705A.2.5; AWS D1.3. * May be performed by the project inspector when specifically approved by DSA. DSA IR 17-3.
<input checked="" type="checkbox"/>	f. Inspect welding of stairs and railing systems	Periodic	SI*	1705A.2.1; Per AISC 360-10 (and AISC 341-10 as applicable). AWS D1.1 & D1.3. DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	g. Verification of reinforcing steel weldability	Periodic	SI	1705A.3.1; verify carbon equivalent reported on mill certificates. DSA IR 17-3.
<input checked="" type="checkbox"/>	h. Inspect welding of reinforcing steel.	Continuous	SI	1705A.3.1, Table 1705A.3 Item 2 and Table 1705A.2.1 Item 5b, 1903A.8. AWS D1.4. DSA IR 17-3.

20. NONDESTRUCTIVE TESTING:

<input checked="" type="checkbox"/>	a. Ultrasonic	Test	LOR	1705A.2.1 & 1705A.2.5. AISC 360-10 N5.5, AISC 341-10 J6.2. AWS D1.1 and D1.8. ANSI/ASNT CP-189, SNT-TC-1A. DSA IR 17-2.
<input checked="" type="checkbox"/>	b. Magnetic Particle	Test	LOR	1705A.2.1 & 1705A.2.5. AISC 360-10 N5.5, AISC 341-10 J6.2. AWS D1.1 and D1.8. ANSI/ASNT CP-189, SNT-TC-1A. DSA IR 17-2.
<input type="checkbox"/>	c. x	Test	LOR	

21. STEEL JOISTS AND TRUSSES:

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<input type="checkbox"/>	a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	Continuous	SI	1705A.2.3, Table 1705A.2.3; AWS D1.1 and DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses.
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22. SPRAY APPLIED FIRE-PROOFING:				
<input checked="" type="checkbox"/>	a. Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	Periodic	SI	1705A.14
<input checked="" type="checkbox"/>	b. Test bond strength.	Test	LOR	1705A.14.6
<input checked="" type="checkbox"/>	c. Test density.	Test	LOR	1705A.14.5

23. ANCHOR BOLTS AND ANCHOR RODS:				
<input checked="" type="checkbox"/>	a. Anchor Bolts and Anchor Rods	Test	LOR	IR 17-11 Sample and test anchor bolts and anchor rods not readily identifiable.
<input checked="" type="checkbox"/>	b. Threaded rod not used for foundation anchorage.	Test	LOR	Sample and test threaded rods not readily identifiable per procedures noted in IR 17-11

OTHER STEEL:				
<input type="checkbox"/>	c.			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

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Exempt items given in IR A-22 or the 2016 CBC (including DSA amendments) and those items identified below with an "X" by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. **Items marked as exempt shall be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

SOILS:	
<input type="checkbox"/>	1. Deep foundations acting as a cantilever footing designed based on minimum allowable pressures per CBC Table 1806A.2 and having no geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
<input type="checkbox"/>	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill.

CONCRETE/MASONRY:	
<input checked="" type="checkbox"/>	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding") given in CBC Section 1616A.1.18 (which replaces ASCE 7-10, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding."
<input type="checkbox"/>	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.
<input type="checkbox"/>	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per IR 21-1.16. Refer to construction documents for specific exemptions accordingly for each applicable wall condition.
<input checked="" type="checkbox"/>	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

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<input type="checkbox"/>	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.
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	Welding:
<input checked="" type="checkbox"/>	1. Solid-clad and open-mesh gates with maximum leaf span or rolling section for rolling gates of 10' and apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
<input checked="" type="checkbox"/>	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds cannot be ground flush.
<input checked="" type="checkbox"/>	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
<input checked="" type="checkbox"/>	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) 19, 19.1 and/or 19.2 located in the Steel/Aluminum category).
<input checked="" type="checkbox"/>	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for section 19, 19.1 and/or 19.2 located in the Steel/Aluminum category).
<input checked="" type="checkbox"/>	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for section 19, 19.1 and/or 19.2 located in the Steel/Aluminum category).
<input checked="" type="checkbox"/>	7. Any support for exempt non-structural components given in CBC Section 1616A.1.18 (which replaces ASCE 7-10, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) <= 4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

DSA 103: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SIGNATURE)

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Name of Architect or Engineer in general responsible charge: Yeng-Keong Low	
Name of Structural Engineer (When structural design has been delegated):	
Signature of Architect or Structural Engineer: 	Date: 11-5-2019

DSA STAMP
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT APP. 04-118141 INC: REVIEWED FOR SS <input checked="" type="checkbox"/> FLS <input checked="" type="checkbox"/> TEST ACS <input checked="" type="checkbox"/> DATE: 04.07.2020

***Note:** Do not use secured electronic or digital signatures preventing DSA mark-ups.



DSA 103: LIST OF REQUIRED VERIFIED REPORTS

Application Number: 04-118141

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1. Soils Testing and Inspection: Geotechnical Verified Report Form DSA 293
 2. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291
 3. Concrete Batch Plant Inspection: Laboratory Verified Report Form DSA 291
 4. Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
 5. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
 6. Field Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
 7. High-Strength Bolt Installation Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
 8. Fire-Proofing Application Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
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EXHIBIT “B” – STATEMENT OF INTENT TO MEET DVBE PARTICIPATION GOALS

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises (“DVBE”) of 3 percent per year. Although it is not specifically required, you are encouraged to include DVBE a enterprises as part of the Services under this AGREEMENT. The undersigned, on behalf of _____ (“Consultant”), certifies the following:

- Consultant **is** a certified Disabled Veteran Business Enterprise
- Consultant is **not** a certified Disabled Veteran Business Enterprise
- Consultant will include a certified Disabled Veteran Business Enterprise as part of its Services to the District.
- Consultant will not include a Certified Disabled Business Enterprise as part of its Services to the District. If this box is checked, please explain why:

Company: _____
Name: _____
Title: _____
Signature: _____
Date: _____

Agreement No.
Board Approval:

0397.00
January 11, 2021

EXHIBIT "C" – CSWPA

Refer to the following attached pages.