

MT. SAN JACINTO COLLEGE COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSALS (RFP) #2022-004

for

MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

For

MENIFEE VALLEY CAMPUS STEM

RFP Issue Date: Monday, November 1, 2021

RFP Due: Tuesday, November 23, 2021 at 2:00 p.m.

Submit Response to: Tammy Cunningham

Director of Procurement and General

Services

Purchasing Dept., Bldg. AA

1499 N. State Street San Jacinto, CA 92583

Questions and Clarifications

All questions must be submitted via e-mail

to: Tammy Cunningham Bids@msjc.edu

MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT 1499 N. State Street, San Jacinto, CA 92583

NOTICE CALLING FOR REQUEST FOR PROPOSALS (RFP No. 2022-004) MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR MENIFEE VALLEY CAMPUS STEM PROJECT

NOTICE IS HEREBY GIVEN that sealed proposals will be received at Mt. San Jacinto Community College District, Purchasing Office, until November 23, 2021 @ 2:00 p.m. local time, for all work necessary and incidental to:

Materials Testing and Special Inspection Services for Menifee Valley Campus STEM Building

Proposal shall be delivered and addressed to the Mt. San Jacinto Community College District, Attn: Tammy Cunningham – Director of Procurement and General Services, 1499 N. State Street, Bldg. AA, San Jacinto, Ca 92583, and shall be labeled "Materials Testing and Special Inspection Services, RFP No. 2022-004", at or before November 23, 2021, 2:00 p.m.

The receiving time in the Purchasing Department will be governing time for acceptability of proposals. Proposals must bear original signatures and figures. No oral, telegraphic, electronic facsimile, or telephone proposals or modifications will be considered unless specified. It is the responsibility of the firm to see that the proposal submitted shall have sufficient time to be received by the Mt. San Jacinto Community College District, **Purchasing Office**, **Bldg. AA BEFORE** the proposal Submittal Deadline. Proposals received after the scheduled RFP Submittal Deadline will be returned unopened.

RFP documents are available at the Mt. San Jacinto Community College, Purchasing Office website at http://www.msjc.edu/Purchasing/Pages/--Current-Bids.aspx. Firms are responsible to regularly check the District's website for addendums. Specifications may also be examined and obtained at no charge in the District's Purchasing Office, or by calling (951) 487-3116.

PURPOSE:

The District is requesting quotes from certified Materials Testing and Special Inspectors qualified to provide services in support of the Menifee Valley Campus STEM project. The District intends to enter into a contract based on competitive hourly rates.

The district generally utilizes the services of outside consultants to help ensure the District that its activities are in compliance will all applicable regulations and industry guideline.

Tammy Cunningham
Director of Procurement and General Services, MSJC

Published: Press Enterprise

November 1, 2021 and November 8, 2021

1. REQUEST FOR PROPOSALS

1.1 Purpose

Mt. San Jacinto Community College District (MSJC) is requesting proposals from qualified companies to provide Material and Special Inspection Services for the Menifee Valley Campus STEM building project.

1.2 Proposal Submission

If your firm is interested in providing full service Material and Special Inspection Services for the Project, proposals must be delivered to the address below, no later than **2:00 p.m. on Tuesday. November 23, 2021.** Late proposals will not be considered. The District is not responsible for late mail or postal delivery errors. Proposers shall submit one electronic version of the proposal on a flash drive (optional); one (1) printed original proposal including any supporting documentation in a sealed box or package addressed as follows:

Attention: Tammy Cunningham

Mt. San Jacinto Community College District

Purchasing Department

Building AA

1499 N. State Street

San Jacinto, CA 92583

1.3 Response Format

Each Consultant is required to submit a Proposal it deems appropriate to this RFP. Submittals should be brief and concise but provide sufficient clarity to meet the criteria in the evaluation process. Each Consultant shall submit one (1) electronic proposal on a flash drive (optional) and one (1) printed original proposal. The District will evaluate the Proposals based on the responsiveness to District requirements listed in Section 6, Selection Criteria/Evaluation Process.

NOTE for Firms teaming with Sub-Consultants: Each responding firm shall select its proposed sub-consultants based on its own criteria. However, MSJCCD reserves the right to approve sub-consultants proposed for any projects that may be awarded. Sub-Consultants do not need to complete all the Exhibits in this RFP. Carefully read each section to determine which forms the Sub-consultants need to submit.

1.4 Questions

Consultants must carefully read the entire RFP prior to submitting questions as most questions will be answered in this RFP. All questions must be submitted in writing via e-mail to Tammy Cunningham (<u>Bids@msjc.edu</u>. The question deadline for this RFP is **Friday, November 12, 2021 by 10:00 AM**. After this deadline, the District will not answer, address, and/or review any questions that interested Consultants might submit. Responses to all questions received prior to the deadline will be provided to all Consultants in an addendum.

1.5 Request for Proposals

Pre-Qualified Consultants are in no way guaranteed to receive any work from the District. Each Proposal shall describe the Consultant's experience and expertise with respect to the services, if any, which are unique to the property or project that is the subject of this RFP. In addition, the Proposal shall set forth a detailed scope of services, a completion schedule, a schedule of professionals that will be used to supervise and staff the project, and a not-to-exceed dollar amount for the services to be performed. The District will allocate work to said Pre-qualified Consultants without having to request and evaluate additional information as to Consultant's qualifications. Consultant shall assign only trained and experienced personnel, support staff, and other Consultants to the requisite tasks. Consultant shall provide cost to perform the tasks outline in the Scope of Services referenced in this RFP.

1.6 Pre-qualification of Bidders

As a condition of bidding for this Project, and in accordance with California Public Contract Code Section 20651.1, prospective bidders are required to submit to the District a completed set of pregualification documents on forms provided by the District. Prequalification documents are available at the Mt. San Jacinto Community College District, Office of Procurement and General Services, Bldg. AA, located at 1499 N. State St., San Jacinto, California 92583 or go to the Mt. San Jacinto Community College Purchasing Office website located at htttp:// www.msjc.edu/Purchasing/Pages/UPCCA.aspx to download the UPCCA Pre-Qualification Questionnaire. The pregualification documents must be submitted prior to 10:00 a.m. on May 19, 2021. Bids will not be accepted if a Contractor has not been pregualified where qualification is required. Contractors will be notified by telephone or e-mail of their prequalification status within a reasonable period of time after submission of their prequalification documents.

1.7 DIR Registration:

A Construction Inspection firm shall not be qualified to submit a proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public works pursuant to Section 1725.5. It is not a violation of this section for an unregistered inspection firm to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the construction inspection firm is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, architects are recommended to periodically review the DI's website at www.dir.ca.gov. Inspection firm shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor 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. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any other the requirements set forth in Labor Code section 1720 et. Seg. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).

2. PROPOSAL SUBMISSION

2.1 The proposals should include the following:

- Cover Letter: Briefly describe the qualifications of the company and the proposed personnel for this project and provide a statement that you have reviewed the schedule listed in the RFP and agree to provide the necessary effort or staff allocation to meet the schedule listed in Section 4 of this RFP. (1 page max)
- 2 Approach to Work: provide (i) a statement of the proposed approach to the project scope of work with a description of the tasks, sub-tasks, deliverables that will be provided, and how the staff intend to coordinate and collaborate

- with the design team to meet the project schedule, and (ii) a description of the Quality Assurance/Control (QA/QC) plan to be followed during the duration of the work. The OA/QC plan shall address the accuracy, completeness and timeliness of all testing and related reports. (1 page Max)
- 3. List of the main point of contact for the project team and key personnel. Clearly identify the individual (s) role (s) and responsibilities in the testing program. Include resumes of the proposed personnel with relevant testing experience. (1 page max per individual).
- 4. Relevant Project List: Provide project experience information of the company describing type, size, location, and any unique features or process of the project that may be relevant to this project. (1 page max).
- 5. Fee proposal: Lump Sum Fee Proposal clearly listing professional testing services and assumptions. Please also include our hourly billing rates. (include number of pages as needed).

3. Selection Criteria

- Timeliness and Completeness: To receive consideration, Responses to this RFP must be received by the Response Deadline. In addition, RFP Response will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFP.
- 2 Technical Qualifications and Competence: This includes Company and Personnel's experience, expertise, and familiarity with providing Special Testing Services required by the RFP.
- 3. Approach to Work: This includes your overall approach/methodology and QA/QC plan to meet the project schedule.
- 4. Fee: Evaluation of proposed fee structure for requested services.

4. PROJECT DESCRIPTION

4.1 Mt. San Jacinto Community College District is in need of Material and Special Inspection Services for the Menifee Valley Campus STEM project.

The selected firm will include the following as part of services:

Each Consultant must be prepared to support multiple construction projects ranging from reconstruction/modernization, retrofit, infrastructure and new construction. Each Consultant must be prepared and equipped to provide such services in a timely manner and on a relatively short notice so as to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

4.2 SCOPE OF SERVICES

The scope of services shall include, but not necessarily be limited to, Materials Testing and Special Inspection services. Testing and inspections are based on the applicable California Building Code (CBC) and per the requirements of the DSA and the DSA-approved project contract documents including the DSA Form 103.

Scope of Work and Responsibilities.

- a. Provide sufficient home office organization and support, personnel and management to carry out the requirements of this RFQ in an expeditious and economical manner consistent with the best interests of the District.
- Perform Materials Testing and Special Inspection services consistent with the highest standard of care for professionals performing similar scopes of services. Provide senior management support for all tasks.
- c. Coordinate and cooperate with other Project team members including the District staff, Architect, Construction Manager and DSA Project Inspector.
- d. The Consultant shall work under the direction of the DSA Project Inspector/Inspector of Record (IOR) and will notify the IOR immediately of any discrepancy between construction and contract documents, deficiency of workmanship or unacceptable results. The Consultant and IOR and District representatives shall meet periodically to plan and schedule testing and inspection services.
- e. Upon completion of inspection services, the Consultant shall provide a field report to the IOR prior to leaving the project site. Formal reports shall be delivered within 7 working days to the IOR and District representatives or as determined at the preconstruction meeting. Test reports shall be signed by a Registered Civil Engineer licensed in the State of California.
- f. Laboratory Certifications and Accreditations: Testing Laboratory personnel shall be certified by ICBO for the type of work they are performing and shall be accepted by the DSA prior to performance of any work on or off the project site. The laboratory must have been in operation for a minimum of five years within the State of California. The testing laboratory shall be responsible for the quality of services provided and maintained the necessary equipment required to satisfy the testing requirements.
- g. The Consultant shall establish a 24-hour contact during construction.
- h. The Consultant shall furnish all labor, supervision, technicians, tools, equipment, supplies, reports, documentation and tests to perform all sampling and testing and insure the contractors comply with applicable regulations and procedures.
- j. Testing firm is to take into consideration the accelerated construction schedule. The manpower for welding inspection and all other testing requirements maybe required on multiple levels simultaneously
- k. Testing firm will include in the proposal attendance to project meetings for the first 4 months starting at the pre-construction.

ATTACHMENT A SCOPE OF WORK AND RESPONSIBILITIES

Interested firms shall be qualified to provide both Materials Testing Services and Geotechnical Soils Engineering Services, as detailed below. It is the District's intent to contract with one or more firms that can each provide both services, bidder needs to provide adequate man power and tests to meet the project schedule and T&I sheets. Refer to Attachment #A-1, DSA Form 103: Listing of Structural Tests and Special Inspections.

1. **Materials Testing & Inspection**: The firm shall have the professional qualifications and equipment to perform, evaluate, and report the results of all tests and inspections required for the Materials Testing of the contract, including but not limited to the following:

Materials Testing Services

- Reinforcing Steel o Sample and test bar steel
- Sample and test mesh (as required)
- Structural Steel o Shop fabrication
- Field erection inspection
- Inspection of welds Shop
- Inspection of welds Field
- Inspection of bolting Shop
- Inspection of bolting Field
- Sample and Test high strength bolts and washers
- Non-Destructive Testing (Ultrasonic) (Magnetic) Particle testing
- Brick and Block o Sample and Test
- Core drill samples
- Masonry Inspection
- Fireproofing density testing
- Pull test epoxy rebar
- Drill-In Anchors

General Services

- Test of aggregates for mix design only
- Suitability tests of aggregates
- Mix designs
- Continuous batch plant inspection
- Sample
- Compression tests
- Pick up samples at job
- Samples delivered to laboratory
- Sample and test cement

2. **Geotechnical Soils Engineering Services**: The firm shall have the professional qualifications and equipment to perform, evaluate, and report the results of all tests and inspections required for the Geotechnical Soils Engineering Services of the contract, including but not limited to the following:

Geotechnical Soils Testing

- Soil Identification (max. testing)
- Building Pad Preparation (Observation/ Compaction testing)
- Building Pad Construction (Observation/ Compaction testing)
- Building Pad Certification
- Foundation excavation verification
- Utility trench backfill B(Bottom/Backfill Observation testing)
- Roadway/Parking Areas Over-excavation/Grading (Observation/ Compaction testing)
- Building/Retaining wall backfill (Observation/ Compaction testing)
- Site concrete subgrade (Observation/Compaction testing)
- The geotechnical recommendation shall comply with all Division of State Architect Regulations

Testing Services

- Drilled caissons (Observation/ Compaction testing)
- Field density tests
- 3. The firm shall be required to commit one project inspector who will be responsible for overseeing all testing and inspections required for the project and to report to the Mt. San Jacinto College Representative or the College's designated Inspector of Record. The project inspector must have experience in overseeing testing and inspection programs for similar projects; must have excellent management and communication skills, as well as the ability to work in partnership with the College's staff.
- 4. The selected firm shall maintain on staff one full-time Civil Engineer registered in the State of California.
- 5. All personnel intended to work on the project shall be approved by the College prior to working on any projects.

5.0 WORKING CONDITIONS

Each Inspector shall be capable of working indoors and outdoors, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Inspector's activities may require kneeling, bending, climbing ladders, stepping over trenches, etc.

Project Location: Mt. San Jacinto Community College District

Menifee Valley Campus

28237 La Piedra Road

Menifee, CA 92584

6.0 INSURANCE REQUIREMENTS INSPECTOR OF RECORD

- 6.1 Compliance with Laws, Workers Compensation Insurance, Hold District Harmless. The INSPECTOR shall comply with the applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. The INSPECTOR understands that, as an independent contractor, INSPECTOR is not covered by any type of DISTRICT insurance, including workers compensation insurance. The INSPECTOR shall provide, through insurance policies or self-insurance, workers compensation insurance coverage for its employees who provide services hereunder. The DISTRICT understands that the INSPECTOR may use independent contractors, volunteers or others not covered by the INSPECTOR's worker's compensation coverage to provide services hereunder. The INSPECTOR shall advise such persons providing services hereunder at the direction of the INSPECTOR that workers compensation insurance is not provided by the District, and the INSPECTOR shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.
- 6.2 Self-employment, Responsibility for Medical Insurance and Cost. If the INSPECTOR is a self-employed individual, the INSPECTOR agrees to arrange, in lieu of workers compensation insurance, for insurance for or financial responsibility for any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the INSPECTOR did not arrange for which may be required due to any injuries of any type that may be sustained by the INSPECTOR while performing services under this AGREEMENT. The INSPECTOR shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 1.5, below. Cancellation or lack of medical coverage for the INSPECTOR shall not relieve the INSPECTOR or INSPECTOR's financial responsibility for the cost of medical and related treatment.
- 6.3 Professional Liability (Errors and Omissions). The INSPECTOR shall carry and maintain during the term of this AGREEMENT a policy of Professional Liability Insurance (Errors and Omissions) with a limit of not less than \$500,000 per occurrence. The DISTRICT reserves the right to waive this insurance requirement and if so waived, the INSPECTOR shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.
- 6.4 Auto Liability. The INSPECTOR shall confirm that all individual inspection staff shall carry and maintain personal Auto Liability for owned, hired and non-owned vehicles, for injury damage and loss, including but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance if INSPECTOR's services herein. The INSPECTOR shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

- 6.5 Evidence of Coverage, Cancellation or Material Changes. Not later than ten (10) calendar days after the date of execution of this AGREEMENT and, in any case, prior to commencement of any of the INSPECTOR's services herein, the INSPECTOR shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the District's Department administering the Agreement which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the Department, and INSPECTOR shall maintain such insurance from the time that the INSPECTOR commences performance of services hereunder until INSPECTOR's completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the INSPECTOR shall furnish certified copies of the policies and all endorsements.
- 6.6 Additional Named Insureds. All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- 6.7 Waiver of Subrogation Rights. INSPECTOR shall require the carriers of the coverages required above to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, contractors and subcontractors.
- 6.8 Policies Primary and Non-Contributory. All policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.
- 6.9 Insurance Review. The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to the Agreement. INSPECTOR agrees to execute any such amendment with thirty (30) calendar days of receipt.

7.0 EVALUATION & RECOMMENDATION CRITERIA:

7.1 Evaluation

Proposals will be evaluated by an evaluation panel consisting of individuals selected by the District. At the District's discretion, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues with a given proposal and explore the approaches that may be used to satisfy all the District's requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or to submit additional written information. The District reserves the right to extend the Response Deadline and/or send out additional RFPs.

This RFP and any potential future RFP's associated with this solicitation, does not commit the District to award a contractual agreement to any vendor or to pay any costs incurred in the preparation of RFP Responses. The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFP, (iii) reissue this RFP, (iv) reject any and/or all RFP's, (v) prior to submission deadline for RFPs. Modify all or any portion of the selection procedures including deadlines for accepting responses, services to be provided under RFP, or the requirements for contents or format of the RFPs, (vi) waive irregularities, (vii) procure any services specified in this RFP by any other means, (viii) determine that no projects will be pursued and/or (ix) terminate or change the contracting process articulated in this RFP because of unforeseen circumstances.

The District shall not be responsible in any manner for the cost associated with preparing a response/proposal and/or participating in an interview. The RFP's, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each RFP in any way that the District may choose. The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District. The proposals will be evaluated by an evaluation panel consisting of individuals selected by the District. Selection of this proposal will not preclude nor guarantee the selected firm consideration for future District projects.

8.0 District Schedule

The schedule currently anticipated by the District is shown in the Preliminary Schedule below. Please note that although the timeframes indicated below represent current expectations, they are approximate and subject to change.

Selection	Ωf	Material	Testina	and
Selection	ΟI	Materiai	1620110	anu

Special Inspection Services

Issue RFP for Services 10/29/21

RFI Deadline 11/12/21 by10:00 a.m. RFP Responses Due 11/23/21 by 2:00 p.m.

Review/Evaluate 11/29/21 Board of Trustees Approval 12/16/21 Commence Inspection Work 01/03/21

Duration of Material Testing and Special Inspection

Services

Construction Commencement /

Notice to Proceed 1/10/22
Substantial Completion 9/8/23
Closeout & Final Punch 11/8/23
Final Completion 11/9/23

9.0 GENERAL

9.1 Responsible Charge

All licensed professionals in responsible charge of the work MUST be directly employed by responding Consultant and NOT employed as a sub-consultant.

9.2 District's Agreement

The Consultant, upon selection, will be required to enter into the District's Services Agreement ("Agreement"), provided as Exhibit D –Services Agreement for reference. Consultant shall be familiar with the District's indemnity clause and insurance requirements and must have the ability to secure insurance coverage and provide Certificated Proof of Insurance in conformance with the Agreement.

9.3 Compliance with all Applicable Laws

Consultants response must set forth Consultant's understanding of all applicable Health and Safety laws, guidelines, and requirements including Cal/OSHA Title 8, the EPA (Environmental Protection Agency), the Education Code, the Chancellor's Office, and DSA regulations (including the new Inspection Card requirements and PR 13-01), and local ordinances and/or other applicable zoning or planning ordinances/regulations, relative to the work to be undertaken as well as Consultant's ability to comply with the same and the methodology by which Consultant will do so. The proposal must confirm that the nature of the Work to be completed will meet all the aforementioned requirements for said Work as set by the applicable codes and regulations and all other applicable ordinances and guidelines.

9.4 Working Conditions

Each Consultant shall be capable of working indoors, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Consultant's activities may require kneeling, bending, climbing ladders, and other similar physical activities.

9.5 Disabled Veteran Business Enterprise Participation Goals

The Mt. San Jacinto Community College District supports a participation goal of at least 3 percent (3%) of overall dollar amount expended each year to Disabled Veteran's Business Enterprises (DVBE). If Consultant is selected to provide services to the District, Consultant will be required to sign and return a Certification form (copy included with previous RFQ document) certifying that they will provide the District with information regarding the use of any DVBE contractors or consultants on the project. Information about DVBE resources can be found on the Executive Branch's website at http://www.dgs.ca.gov/default.htm or by calling the Office of Small Business and DVBE Certification at 916-375-4940. The DVBE documentation will be required if the Consultant is chosen to provided services as a result of an RFP process.

10.0 PROPOSAL STATEMENT

10.1 Firm Information

Provide a cover letter and introduction, including the company name, address, telephone number, and e-mail address of the person (s) authorized to represent the institution regarding all matters related to Consultant's proposal. A person authorized to bind the Firm to all commitments made in Consultant's proposal shall sign this letter.

10.2 Current Workload and Availability

State Consultant's ability to provide the required Inspection services in a timely manner and indicate if those types of services are offered exclusively. Provide a list of current and anticipated commitments that involve any of the personnel (Project Team) that Consultant intends to assign to this project and define the anticipated start and completion dates of the involvement of those personnel in such other projects.

10.3 Project Team and Sub-Consultants

Provide identification of Consultant's Project Team (including sub-consultants) and the District's main point of contact utilizing an organization chart. Identify the following key information for each team member: firm name, contact information, discipline, specific expertise, and experience in architectural and/or engineering services, especially as it relates to school sites/facilities and similar project types.

Utilize Exhibit A – Team Member Resume Form to provide additional detailed resumes of each team member, all of whom will be part of the designated team, thoroughly knowledgeable, regularly attentive, and fully available to work directly with the District.

Utilize Exhibit B – Team Member Experience Form to provide a minimum of five (5) relevant projects completed within the last five (5) years for EACH proposed team member (both for the prime Consultant as well as any sub-consultant). Prime consideration will be given to Consultants who propose team members with experience in community college projects of similar size, type, and difficulty, and which involve the same review and approval processes as those required by the DSA and other agencies having jurisdiction.

Any sub-consultants designated by the Consultant shall be subject to approval by the District in writing prior to performing any work on behalf of the Consultant. The District has the sole discretion to reject any sub-consultants proposed by the Consultant whether designated by Consultant in its RFP or not. Any replacement sub-consultants shall be subject to the District's prior written approval.

The members of the designated team shall not be charged unless agreed upon by the District. The District has the right to request additional sub-consultants in the future if those listed in this RFP are changed. All licensed professionals in responsible charge of the work MUST be directly employed by Consultant and NOT employed as a sub-consultant.

10.4 Billing Rates

Consultant shall propose an all-inclusive fixed fee for all the services described in this RFP. Consultant's proposed fee must include and account for all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses the Consultant will incur in providing the required Inspection services.

Utilizing *Exhibit C – Billing Rate Form*, provide billing rates for all personnel and/or categories of employees (including sub-consultants) as well as any overhead or other special charges. If applicable, Consultant's RFP Response should include estimates for certain standardized components of the Inspection service process. All rates must include any escalation anticipated by Consultant during the entire duration of the *Service Agreement*. All other services not included herein shall be negotiable as required.

All proposed reimbursable expenses shall be directly related to the services required for the Project and must be supported by proper documentation and prior District authorization. Reimbursement shall not exceed cost plus 5%. Consultant shall review *Exhibit D –Service Agreement* for acceptable reimbursable items.

10.5 Services Agreement

Consultant shall review the District's *Service Agreement*, attached as *Exhibit D*, and shall note in its Proposal any suggested language revisions. Suggested language revisions **not** noted in Consultant's Proposal will **not** be considered by the District.

10.6 Evaluation

Proposals will be evaluated by an evaluation panel consisting of individuals selected by the District. At the District's discretion, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues with a given proposal and explore the approaches that may be used to satisfy all the District's requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or to submit additional written information. The District reserves the right to extend the Response Deadline and/or send out additional RFPs.

This RFP and any potential future RFP's associated with this solicitation, does not commit the District to award a contractual agreement to any vendor or to pay any costs incurred in the preparation of RFP Responses. The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFP, (iii) reissue this RFP, (iv) reject any and/or all RFP's, (v) prior to submission deadline for RFPs. Modify all or any portion of the selection procedures including deadlines for accepting responses, services to be provided under RFP, or the requirements for contents or format of the RFPs, (vi) waive irregularities, (vii) procure any services specified in this RFP by any other means, (viii) determine that no projects will be pursued and/or (ix) terminate or change the contracting process articulated in this RFP because of unforeseen circumstances.

The District shall not be responsible in any manner for the cost associated with preparing a response/proposal and/or participating in an interview. The RFP's, including all drawings, plans, photos, and narrative materials, shall become the property of the District upon the District's receipt of same. The District shall have the right to copy, reproduce, publicize and/or dispose of each RFP in any way that the District may choose. The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District.

Exhibit A

Team Member Resume Form	
Proposed Consultant Name	Title
Firm Name	Proposed Position
Years w/Firm Years w/Previous Firm Education Specific to Position (School/Year/Degree/Su	Years w/Community Colleges Availability
Other Training/Experience w/MSJCCD. DSA, Communit equivalent)	ty College Chancellors Office and other State Agencies (or
Credentials/Certifications/Licenses/Registrations/Acc and certifications, licenses, etc. that are expired or not from the	reditations (related to position and years acquired): Note: Do not state of California.
Skills Relevant to the Proposed Project:	
List of Community College Districts Consultant has wor	ked for:

Team Member Experience Form

Use multiple shee	im of five (relevant) a ets as necessary.	nd similar projects t	Types completed w	ithin the last live	years.
Background					
Proposed Team N	Member Name		Title		
Firm Name (at tir			-		
Project Details	ne oi Projecti				
Project Name			Client Distric	:t	
Project Lead Nam	ne Title		Phone	E-M	lail
Address					
DSA PROJECT =	DSA CERTIFIED (Yes/No)	Project Scope (1)	School Type ⁽²⁾	Project Start Date	Project Completion Date
Total Cost	= Change Orders	Cost of Change Orders	-		
Change Order No	otes Include descripti	on and reason:			
Team Member T	itle and Duties for th	is Project:			
	Firms role, responsibilit			•	• •
commissioning req	detail, demonstration Juirements of public sch Iifornia building code re	hool buildings in Califo	ornia and demonstra	ation of how this p	_

- (1) Project Scope RE Renovation/Remodel/Repurpose, ADD Addition/Expansion, New New Construction, FIX Repair, PLAN Planning
- (2) School Type ES-Elementary School, MS-Middle School, KS-Kindergarten-8th Grade School, HS-High School, CCD-Community College, HE-Other College, NS-Non-school/Other

Exhibit C

Billing Rate Form			
Firm Name			
Billing Rates Do rates include travel charges? Note, all fees and rates must be	Yes inclusive of travel. Travel is not	an acceptable reimbursable expense.	
Job Title	Personnel Name	Hourly Rate	
Consultant's proposed ALL INCLU	JSIVE NOT-TO EXCEED FEE:	\$	
Estimate of Reimbursable Expens	ses in the fee stated above:	\$	
Authorized Signature			

CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this day of in the year 20 by and between the MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and, hereinafter referred to as "CONSULTANT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the CONSULTANT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:
WHEREAS, DISTRICT desires to obtain services for MATERIALS TESTING AND SPECIAL INSPECTION SERVICES AT MENIFEE VALLEY CAMPUS FOR THE STEM PROJECT hereinafter collectively referred to as the "PROJECT"; and
WHEREAS , CONSULTANT is fully licensed to provide materials testing and special inspection services in conformity with the laws of the State of California;
NOW, THEREFORE, the PARTIES hereto agree as follows:
ARTICLE I SCOPE AND SERVICES AND RESPONSIBILITIES
1. <u>Services to be Provided by the CONSULTANT</u> . The CONSULTANT shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONSULTANT's proposal which is attached hereto and incorporated herein as EXHIBIT "A" (the "CONSULTANT's WORK PLAN"). Where the CONSULTANT's WORK PLAN consists of a proposal or quote submitted in response to a Request for Proposals ("RFP") from the DISTRICT, the CONSULTANT's WORK PLAN shall be considered to include the DISTRICT's RFP. The DISTRICT and CONSULTANT expressly agree to incorporate the terms and conditions of the DISTRICT's RFP into this AGREEMENT by this reference and the PARTIES understand that the RFP shall constitute a binding part this AGREEMENT. In the event of a discrepancy, inconsistency, or other difference between the terms of the RFP or the CONSULTANT's WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and control.
2. <u>Classification</u> : To the extent it is determined under applicable law that CONSULTANT fails to meet the statutory prerequisites for classification as a professional expert operating under a personal services agreement, CONSULTANT resigns any and all rights and privileges derived from this AGREEMENT and any resulting relationship, which resignation is deemed accepted under such circumstances by the DISTRICT.
3. <u>Contract Term.</u> The effective period of this AGREEMENT is to be through
4. <u>CONSULTANT's Certifications, Representations and Warranties.</u> 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:

1

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 workers' compensation and equal protection and non-discrimination laws.
- c. The CONSULTANT will perform its services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The CONSULTANT will furnish, at its expense, those services that are set forth in this AGREEMENT and **EXHIBIT** "A" and represents that the services set forth in said EXHIBIT are within the technical and professional areas of expertise of the CONSULTANT or any subconsultant the CONSULTANT has engaged or will engage to perform the service(s). The DISTRICT shall request in writing if the DISTRICT desires the CONSULTANT to provide services in addition to, or different from, the services described in **EXHIBIT** "A". The CONSULTANT shall advise the DISTRICT in writing of any services that, in the CONSULTANT's opinion, lie outside of the technical and professional expertise of the CONSULTANT.
- 5. CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. Services under this AGREEMENT shall be performed only by competent personnel under this supervision of and/or in the employment of the CONSULTANT. CONSULTANT shall conform to DISTRICT's reasonable requests regarding assignment of personnel. All personnel, including those assigned at DISTRICT's request, shall be supervised by CONSULTANT.
- by the DISTRICT, unless said personnel cease to be employed by CONSULTANT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel. CONSULTANT agrees that reassignment of any of the listed personnel during the AGREEMENT period shall only be with other professional personnel who have equivalent experience and shall require prior consultation and written approval by the DISTRICT. Any costs associated with reassignment of personnel shall be borne exclusively by CONSULTANT and CONSULTANT shall not charge the DISTRICT for the cost of training or "bringing up to speed" replacement personnel. If any designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT shall immediately remove that person from the PROJECT and provide a temporary replacement, person acceptable to the DISTRICT, DISTRICT, may
- (30) work days, provide a permanent replacement person acceptable to the DISTRICT. DISTRICT may condition its approval of replacement personnel upon a reasonable transition period wherein new personnel will learn the PROJECT and get "up to speed" at CONSULTANT's cost.
- 7. CONSULTANT represents that the CONSULTANT has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONSULTANT.

ARTICLE II COMPENSATION TO THE CONSULTANT

- 1. The DISTRICT shall compensate the CONSULTANT as follows:
- a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in **EXHIBIT "A"** for the services performed pursuant

to this AGREEMENT.	In no event shall the total payment to CONSUL'	TANT exceed
	DOLLARS (\$) for performing
the services required by thi	is AGREEMENT and EXHIBIT "A" .	

- b. CONSULTANT shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.
- c. Except as expressly provided herein, CONSULTANT agrees that no other compensation, fringe benefits, or other remuneration is due to CONSULTANT by the DISTRICT for services rendered under this AGREEMENT. CONSULTANT shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONSULTANT is not an employee of the DISTRICT; rather, CONSULTANT is operating under a personal services agreement pursuant to Education Code section 88003.1(b)(2) and has only the rights defined by this AGREEMENT.
- 2. 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 worked and rate charged, and describe the service 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 item(s). 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 reimbursable expenses 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 approved invoice.
- 3. 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 subconsultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints.

ARTICLE III REIMBURSABLE EXPENSES

- 1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the CONSULTANT at one and one-tenth (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants for the following specified items unless otherwise approved by the DISTRICT in writing:
 - a. Approved reproduction of reports and/or other documents otherwise not covered in this AGREEMENT and approved in advance by DISTRICT.
 - b. Fees advanced for securing approval of authorities in connection with the services rendered pursuant to this AGREEMENT.

- c. Express shipping, overnight mail, messenger, courier, or delivery services approved in advance by the DISTRICT.
- d. Mileage at IRS Rate if site exceeds more than 25 miles from the DISTRICT.
- e. Out of town travel approved in advance by DISTRICT.
- 2. Reimbursable expenses are estimated to be **TWENTY-FIVE THOUSAND DOLLARS** (\$25,000.00), and this amount shall not be exceeded without the prior written approval of the DISTRICT.

ARTICLE IV TERMINATION

- 1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.
- 2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONSULTANT.
- 3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article IV, Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.
- 4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONSULTANT.
- 5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute,

after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONSULTANT the undisputed amounts due under this AGREEMENT.

6. The PARTIES understand and agree that Article IV 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 V. 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 such services. The DISTRICT may require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. Such 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 **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 and the CONSULTANT's compensation is expressly conditioned on the lack of fault of the CONSULTANT;
 - d. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with the generally accepted practice in the CONSULTANT's industry.

ARTICLE VI ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, 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.

ARTICLE VII REPORTS AND/OR OTHER DOCUMENTS

1. The 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 (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "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 five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

ARTICLE VIII INDEMNITY & 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. <u>Workers' Compensation and Employers Liability</u>: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this AGREEMENT; and
 - b. <u>General Liability</u>: 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;
 - c. <u>Professional Liability</u>: 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.
 - d. 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, Paragraphs 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.
 - e. The PARTIES understand and agree that Article VIII, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code §2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES.

- f. Any attempt to limit the CONSULTANT's liability to the DISTRICT in an attached Exhibit shall be void and unenforceable between the PARTIES. In no event shall the CONSULTANT's liability be limited to any amount including, but not limited to, the amount of fees received by the CONSULTANT for performing services related to this AGREEMENT.
- 2. 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 subconsultant 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. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 - 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 ONE MILLION DOLLARS (\$1,000,000), 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 subconsultant 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. Each policy of insurance required in Article VIII, Section 2 (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by 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 DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to 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, 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 DISTRICT upon demand for the cost thereof.

ARTICLE IX MISCELLANEOUS

- 1. 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 Workers' 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. 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.
- 3. 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.
 - 4. This AGREEMENT shall be governed by the laws of the State of California.
- 5. This AGREEMENT shall not include or incorporate the terms of any 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 portions describing the CONSULTANT's scope of work, rate and price schedule and qualifications.
- 6. 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.
- 7. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.
 - 8. Time is of the essence with respect to all provisions of this AGREEMENT.

- 9. 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.
- 10. 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 unless otherwise excluded by the terms of this AGREEMENT. In the event that the provisions of any exhibit conflict with the terms of this AGREEMENT, the terms of this AGREEMENT shall control.
- 11. 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. 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:

Mt. San Jacinto Community College District Attn: Beth Gomez 41888 Motor Car Parkway

Temecula, CA 92591

Telephone: 951-487-3013

To the CONSULTANT:

<<Name of Contractor>>

Attn: <<Name>>

<< Address>>

<<City, State, Zip>>

Telephone:

Email:

- 15. Tobacco Prohibited. Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at all times on any DISTRICT property.
- 16. Profanity on any DISTRICT property is prohibited, including, but not limited to, racial, ethic, or sexual slurs or comments which could be considered harassment.
- 17. 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.
- 18. 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.

- 19. Prevailing Wages. If applicable and required, CONSULTANT shall pay, and shall cause all subconsultants 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. CONSULTANT shall fully indemnify and defend the DISTRICT from any claims arising from CONSULTANT's failure to meet and prevailing wage requirements.
- 20. In accordance with California Education Code section 81655, 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.

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

< <name consultant="" of="">></name>	MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT
Ву	By
Print Name	Beth Gomez
Title	Vice President, Business Services
Date	Date
Address	
Phone	
Fax	<u></u>
Tax ID#	
Email	

ATTACHMENT A-1

School District:

DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2019 CBC

Application Number: School Name:

MSJC-Menifee Campus-Math & Science Bldg Mt. San Jacinto College 04-119467

DSA File Number: Increment Number: Date Created:

33-C3 2021-05-12 10:15:01

2019 CBC

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 (2019 CBC).

**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 shall be performed by a registered geotechnical engineer or his or her authorized representative.
Periodic – Indicates that a periodic special inspection is required	LOR – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335.
	PI – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA.
Test – Indicates that a test is required	SI – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.

DGS DSA 103-19 (Revised 07/16/2020)

Application Number:

School Name:

Increment Number:

04-119467

DSA File Number:

33-C3

MSJC-Menifee Campus-Math & Science Bldg

School District: Mt. San Jacinto College

Date Created:

2021-05-12 10:15:01

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

	1. GENERAL:	Table 1705A.	6	
	Test or Special Inspection	Туре	Performed By	Code References and Notes
V	 a. Verify that: 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		
	Test or Special Inspection	Туре	Performed By	Code References and Notes
	a. Perform classification and testing of fill materials.	Test	LOR*	* Under the supervision of the geotechnical engineer.
V	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.)

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V	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.)
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3. DRIVEN DEEP FOUNDATIONS (PILES):	Table 1705A.7		
Test or Special Inspection	Туре	Performed By	Code References and Notes
a. Verify pile materials, sizes and lengths comply with the requirements.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
b. Determine capacities of test piles and conduct additional load tests as required.	Test	LOR*	* Under the supervision of the geotechnical engineer.
c. Inspect driving operations and maintain complete and accurate records for each pile.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
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.
e. Steel piles.	Provide tests and inspections per STEEL section below.		
f. Concrete piles and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		

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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				
Test or Special Inspection	Туре	Performed By	Code References and Notes		
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.)		
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.)		
c. Confirm adequate end strata bearing capacity.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix for exemptions.)		
d. Concrete piers.	Provide tests and inspections per CONCRETE section below.				

5. RETAINING WALLS:			
Test or Special Inspection	Туре	Performed By	Code References and Notes
a. Placement, compaction and inspection of backfill.	Continuous	GE*	1705A.6.1. * By geotechnical engineer or his or her qualified representative. (See Section 2 above).

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b. Placement of soil reinforcement and/or drainage devices.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
c. Segmental retaining walls; inspect placement of units, dowels, connectors, etc.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. See DSA IR 16-3.
d. Concrete retaining walls.	Provide tests and inspections per CONCRETE section below.		
e. Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		

6. OTHER SOILS:			
Test or Special Inspection	Туре	Performed By	Code References and Notes
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.
b. Inspection of Soil Improvements	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
C.			

Table 1705A.3; ACI 318-14 Sections 26.12 & 26.13

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	7. CAST-IN-PLACE CONCRETE				
	Test or Special Inspection	Туре	Performed By	Code References and Notes	
Mate	rial Verification and Testing:				
7	a. Verify use of required design mix.	Periodic	SI	Table 1705A.3 Item 5, 1910A.1.	
V	b. Identifiy, sample, and test reinforcing steel.	Test	LOR	1910A.2 ; ACI 318-14 Section 26.6.1.2; DSA IR 17-10. (See Appendix for exemptions.)	
V	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.	
7	d. Test concrete (f'c).	Test	LOR	1905A.1.15 ; ACI 318-14 Section 26.12.	
Inspe	ction:				
7	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.)	
7	f. Welding of reinforcing steel.	Provide spec	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):

Table 1705A.3; ACI 318-14 Sections 26.12 & 26.13Application Number:School Name:School District:04-119467MSJC-Menifee Campus-Math & Science BldgMt. San Jacinto CollegeDSA File Number:Increment Number:Date Created:33-C32021-05-12 10:15:01

Test or Special Inspection	Туре	Performed By	Code References and Notes
a. Sample and test prestressing tendons and anchorages.	Test	LOR	1705A.3.4, 1910A.3
b. Inspect placement of prestressing tendons.	Periodic	SI	1705A.3.4, Table 1705A.3 Items 1 & 9.
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.
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

9. PRECAST CONCRETE (in addition to Cast-in-Place Concrete tests and inspections):				
Test or Special Inspection	Туре	Performed By	Code References and Notes	
a. Inspect fabrication of precast concrete members.	Continuous	SI	ACI 318-14 Section 26.13.	
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):				
Test or Special Inspection	Туре	Performed By	Code References and Notes	

Table 1705A.3; ACI 318-14 Sections 26.12 & 26.13

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a. Inspect shotcrete placement for proper application techniques.	Continuous	SI	1705A.19, Table 1705A.3 Item 7, 1908A.6, 1908A.7, 1908A.8, 1908A.9, 1908A.11, 1908A.12. See ACI 506.2-13 Section 3.4, ACI 506R-16.
b. Sample and test shotcrete (f'c).	Test	LOR	1908A.5, 1908A.10.

	11. POST-INSTALLED ANCHORS:			
	Test or Special Inspection	Туре	Performed By	Code References and Notes
7	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8 (See Appendix for exemptions). ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA.
7	b. Test post-installed anchors.	Test	LOR	1910A.5. (See Appendix for exemptions.)

12. OTHER CONCRETE:			
Test or Special Inspection	Туре	Performed By	Code References and Notes
a.			

1705A.4; TMS 602-16, Tables 3 and 4.

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	13. STRUCTURAL MASONRY: 2000 psi			
	Test or Special Inspection	Туре	Performed By	Code References and Notes
Mater	rial Verification and Testing: (See Appendix for exemptions.)			
V	a. Mill certificate indicatescompliance with requirements forreinforcement, anchors, ties, fasteners and metal accessories. See item 7b for identification, sampling and testing of reinforcing steel.	Periodic	SI*	2103A.4 ; TMS 602-13 Article 1.5B.2 & 2.4. * To be performed by qualified LOR representative. Applicable testing by LOR. See IR 17-10.16 for unidentified reinforcing steel.
V	b. Producer's certificate of compliance for masonry units, mortar and grout materials.	Test	LOR	1705A.4, 2103A.2.1, 2103A.3, 2103A.5 ; TMS 602-16 Articles 2.1, 2.2,2.6A and 2.6B, and Table 6 footnote 3.
7	c. Test masonry (f'm).	Test	LOR	1705A.4. For Unit Strength: 2105A.3 (2114.6.1 ₊); TMS 602-16 Articles 1.4B.2 ,1.5B.1 & 1.5B.2. For Prism (required when f ' _m > 2000 psi):2105A.2 ; TMS 602-16 Articles 1.4B.3, 1.4B.4, 1.5B.1 & 1.5B.2.
V	d. Verify proportions of siteprepared, premixed or preblended mortar and grout.	Periodic	SI	TMS 602-16 Table 3 Item 5, Table 4 Item 1a & 2d.
V	e. Test core-drilled samples.	Test	LOR	2105A.4. (See Appendix for exemptions.)
Inspe	ction: (See Appendix for exemptions.)			
V	f. Inspect preparation of prisms.	Continuous	SI	TMS 602-16 Articles 1.4.B.3 & 1.4.B.4 & Table 4 Item 4.
V	g. Verify size, location and condition of all dowels, construction supporting masonry, etc.	Periodic	SI	

1705A.4; TMS 602-16, Tables 3 and 4.

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V	h. Verify size, grade and type of reinforcement and anchor bolts.	Periodic	SI	TMS 602-16 Table 4 Item 1c.
V	i. Welding of reinforcing steel.	TMS 602-16 Table 4 Item 3e. Provide special inspection per STEEL, Category 19.1(d) & (e) and/or 19.2(g) & (h) below.		
V	j. Inspect placement of reinforcement and connectors.	Continuous	SI	TMS 602-16 Table 4 Item 2c.
V	k. Inspect placement of masonry units and construction of mortar joints.	Periodic	SI	TMS 602-16 Table 4 Item 3b.
7	I. Verify preparation, construction and protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90° F).	Periodic	SI*	TMS 602-16 Table 4 Item 3f. * May be performed by the project inspector when specifically approved by DSA.
V	m. Inspect type, size and location of anchors and all other items to embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.	Continuous	SI	TMS 602-16 Table 4 Item 3d.
V	n. Inspect grout space prior to placement of grout.	Continuous	SI	TMS 602-16 Table 4 Item 2a.

14. VENEER OR GLASS BLOCK PARTITIONS: 1705A.4.1; TMS 602-16 Tables 3 and 4.				
Test or Special Inspection	Туре	Performed By	Code References and Notes	
a. Verify proportions of siteprepared mortar and grout and/or verify certification of premixed mortar.	Periodic	SI	TMS 602-16 Table 3 Item 5 and Table 4 Items 1a & 2d.	

1705A.4; TMS 602-16, Tables 3 and 4.

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b. Inspect placement of units and construction of mortar joints.	Periodic	SI	TMS 602-16 Table 4 Item 3b.
c. Inspect placement of reinforcement, connectors and anchors.	Periodic	SI	TMS 602-16 Table 4 Item 2c.
d. Inspect type, size and location of anchors and all other items to be embedded in masonry including details of anchorage of masonry to structural members, frames and other construction.	Periodic	SI	TMS 602-16 Table 4 Item 3d.
e. Verify preparation, construction and protection of masonry during cold weather (temperature below 40° F) or hot weather (above 90° F).	Periodic	SI*	TMS 602-16 Table 4 Item 3f. * May be performed by the project inspector when specifically approved by DSA.
f. Test veneer bond strength	Test	LOR	1410.2.1; TMS 402 Article 12.3.2.4. (Field constructed mock-up laboratory tested in accordance with ASTM C482).

	15. POST-INSTALLED ANCHORS IN MASONRY:				
	Test or Special Inspection	Туре	Performed By	Code References and Notes	
V	a. Inspect installation of postinstalled anchors	See Notes	SI*	1617A.1.19, 1705A.4, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic); ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA. (See Appendix for exemptions.)	
V	b. Test post-installed anchors.	Test	LOR	1705A.4, 1910A.5. (See Appendix for exemptions.)	

1705A.4; TMS 602-16, Tables 3 and 4.

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16. OTHER MASONRY:			
Test or Special Inspection	Туре	Performed By	Code References and Notes
a.			

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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	17. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALU	MINUM USED	FOR STRUCT	URAL PURPOSES		
Mate	Naterial Verification and Testing:					
	Test or Special Inspection	Туре	Performed By	Code References and Notes		
7	 a. Verify identification of all materials and: Mill certificates indicate material properties that comply with requirements. Material sizes, types and grades comply with requirements. 	Periodic	*	Table 1705A.2.1 Item 3a 3c. 2202A.1; AISI S100-16 Section A3.1 & A3.2, AISI S240-15 Section A3 & A5, AISI S220-15 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.		
V	b. Test unidentified materials	Test	LOR	2202A.1.		
✓	c. Examine seam welds of HSS shapes	Periodic	SI	DSA IR 17-3.		
Inspe	ection:					
	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).		

Mate	18. HIGH-STRENGTH BOLTS: RCSC 2014 rial Verification and Testing of High-Strength Bolts, Nuts	and Washers		
- India	Test or Special Inspection	Туре	Performed By	Code References and Notes
	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 Items 1a & 1b, 2202A.1 ; AISC 360-16 Section A3.3, J3.1, and N3.2; RCSC 2014 Section 1.5 & 2.1; DSA IR 17-8 & DSA IR 17-9.

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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V	b. Test high-strength bolts, nuts and washers.	Test	LOR	Table 1705A.2.1 Item 1c, 2213A.1 ; RCSC 2014 Section 7.2; DSA IR 17-8.
Inspe	ction of High-Strength Bolt Installation:			
V	c. Bearing-type ("snug tight") connections.	Periodic	SI	Table 1705A.2.1 Item 2a, 1705A.2.6, 2204A.2 ; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Section 9.1; DSA IR 17-9.
V	d. Pretensioned and slip-critical connections.	*	SI	Table 1705A.2.1 Items 2b & 2c, 1705A.2.6, 2204A.2 ; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Sections 9.2 & 9.3; DSA IR 17-9. * "Continuous" or "Periodic" depends on the tightening method used.

Verifi	19. WELDING: cation of Materials, Equipment, Welders, etc.:	1	num; AWS D1.	1 Items 4 & 5; AWS D1.1 and AWS D1.8 for structural steel; AWS 3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-ons.)
•	Test or Special Inspection	Туре	Performed By	Code References and Notes
V	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.
V	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	DSA IR 17-3.
V	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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	19.1 SHOP WELDING:			
	Test or Special Inspection	Туре	Performed By	Code References and Notes
V	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4 ; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
7	 b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds. 	Periodic	SI	1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6 ; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
7	c. Inspect welding of stairs and railing systems.	Periodic	SI	1705A.2.1 ; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.
V	d. Verification of reinforcing steel weldability other than ASTM A706.	Periodic	SI	1705A.3.1 ; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
V	e. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8 ; AWS D1.4; DSA IR 17-3.

	19.2 FIELD WELDING:				
	Test or Special Inspection	Туре	Performed By	Code References and Notes	
V	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4 ; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.	
V	b. Inspect single-pass fillet welds ≤ 5/16".	Periodic	SI	Table 1705A.2.1 Item 5a.5 ; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.	

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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7	c. Inspect end-welded studs (ASTM A-108) installation (including bend test).	Periodic	SI	2213A.2 ; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1; DSA IR 17-3.
7	d. Inspect floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Item 5a.6 ; AISC 360-16 (AISC 341-16 as applicable); AWS D1.3; DSA IR 17-3.
V	e. Inspect welding of structural cold-formed steel.	Periodic	SI*	1705A.2.5; AWS D1.3; DSA IR 17-3. The quality control provisions of AISI S240-15 Chapter D shall also apply. * May be performed by the project inspector when specifically approved by DSA.
V	f. Inspect welding of stairs and railing systems.	Periodic	SI*	1705A.2.1 ; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
V	g. Verification of reinforcing steel weldability.	Periodic	SI	1705A.3.1 ; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
V	h. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8 ; AWS D1.4; DSA IR 17-3.

	20. NONDESTRUCTIVE TESTING: 1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, A	AISC 358-16, AI	SC 360-16; AI	SI S100-16
	Test or Special Inspection	Туре	Performed By	Code References and Notes
V	a. Ultrasonic	Test	LOR	1705A.2.1, 1705A.2.5 ; AISC 341-16 J6.2, AISC 360-16 N5.5; ANSI/ ASNT CP-189, SNT-TC-1A; AWS D1.1, AWS D1.8; DSA IR 17-2.

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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7	b. Magnetic Particle	Test	LOR	1705A.2.1, 1705A.2.5 ; AISC 341-16 J6.2, AISC 360-16 N5.5; ANSI/ ASNT CP-189, SNT-TC-1A; AWS D1.1, AWS D1.8; DSA IR 17-2.
	c.	Test	LOR	

21. STEEL JOISTS AND TRUSSES: 1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16				
Test or Special Inspection	Туре	Performed By	Code References and Notes	
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; DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses.	

	Test or Special Inspection	Туре	Performed By	Code References and Notes
√	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.
√	b. Test bond strength.	Test	LOR	1705A.14.6.

 1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-16

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✓ c. Test density. Test LOR 1705A.14.5.

	23. ANCHOR BOLTS AND ANCHOR RODS:			
	Test or Special Inspection	Туре		Code References and Notes
			Ву	
V	a. Anchor Bolts and Anchor Rods	Test	LOR	Sample and test anchor bolts and anchor rods not readily identifiable per procedures noted in DSA IR 17-11.
V	b. Threaded rod not used for foundation anchorage.	Test	LOR	Sample and test threaded rods not readily identifiable per procedures noted in DSA IR 17-11.

	Other Steel			
	Test or Special Inspection	Туре	Performed By	Code References and Notes
	a.			

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Exempt items given in DSA IR A-22 or the 2019 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall Items marked as exempt shall <

SOILS:
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.
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/MASONIDY:

CONCRETE/MASONRY:
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 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding."
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.

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3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1.16. Refer to construction documents for specific exemptions accordingly for each applicable wall condition.
4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.
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.
Welding:
Welding: 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.

noted in selected item(s) for Sections 19, 19.1 and/or 19.2 of listing above).

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 Sections 19, 19.1 and/or 19.2 of listing above).

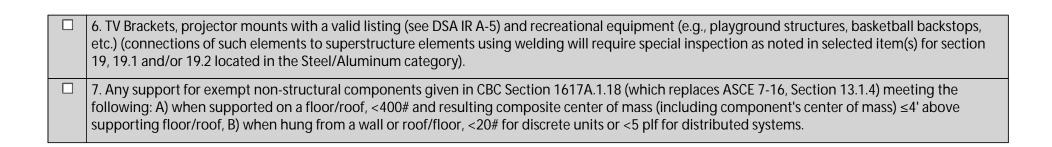
4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as

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

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wall for a header or king stud.

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DSA 103-19: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2019 CBC

Application Number:

School Name:

04-119467

MSJC-Menifee Campus-Math & Science Bldg

DSA File Number:

33-C3

Increment Number:

School District: Mt. San Jacinto College

Date Created: 2021-05-12 10:15:01

Name of Architect or Engineer in general responsible charge:

Jason Jewell

Name of Structural Engineer (When structural design has been delegated):

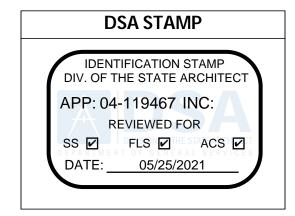
Robert Lawson

Signature of Architect or Structural Engineer:

Date:

May 12, 2021

Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.



DSA 103-19: LIST OF REQUIRED VERIFIED REPORTS, CBC 2019

Application Number: School Name: School District:
04-119467 MSJC-Menifee Campus-Math & Science Bldg Mt. San Jacinto College
DSA File Number: Date Created:
33-C3 2021-05-12 10:15:01

- 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
- Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
- 5. Masonry Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
- 6. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
- 7. Field Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
- 8. High-Strength Bolt Installation Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292
- 9. Fire-Proofing Application Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292