



IFB 23-24-11
Invitation for Bids
for
Laboratory of Record

Submittal Due on or Before:
October 30, 2023 at 10:00 am

Deliver To:
Oro Grande School District
19900 National Trails Hwy
Oro Grande, CA 92368
Attention: Purchasing Department

For Additional Information Contact:
April Lara | Director of Purchasing
bids@orogrande.org

TABLE OF CONTENTS

BIDDING REQUIREMENTS

Notice to Respondents..... 3

Purpose..... 4

Background..... 4

General Instructions..... 5

REQUIRED FORMS..... 14

Bid Form..... 15

Prequalification Questionnaire..... 19

Non-Collusion Declaration..... 20

LOR's Declaration Form..... 21

REQUIRED CONTRACT FORMS..... 22

LOR Agreement..... 23

Criminal Records Check Certification..... 28

Drug-Free Workplace Certification..... 29

Tobacco-Free Workplace Certification..... 31

Workers' Compensation Certification..... 32

ATTACHMENTS

Attachment B..... 34

Attachment C..... 43

NOTICE TO RESPONDENTS

NOTICE IS HEREBY GIVEN that the Oro Grande School District of San Bernardino County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive the documents for the Invitation for Bids (IFB) up to, but no later than, **10:00 am on October 30, 2023** for:

Laboratory of Record

IFB No. 23-24-11

Oro Grande School District ("District") is requesting proposals from qualified providers for the Laboratory of Record (LOR). The selected LOR will be responsible for meeting or exceeding all specifications listed in this Invitation for Bids (IFB).

Proposals must be submitted in a sealed envelope, and returned by mail or in person to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368 or via email to bids@orogrande.org. All Proposals must be clearly marked with IFB number and title.

Proposals received later than the designated time and specified will be returned to the Firm unopened. Facsimile submittals of the proposal will not be accepted. It is the Respondent's sole responsibility to ensure that its documents have been received in the Purchasing Department prior to the scheduled closing time for receipt of the Proposals .

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the IFB process.

Copies of the IFB documents may be obtained from the Oro Grande School District Website: https://www.orogrande.net/departments/business_services/purchasing or by contacting April Lara in our Purchasing Department via email to bids@orogrande.org. Please note the IFB Number in your email.

TIMELINE

Initial IFB Posting & Official Notice on 10/17/2023

IFB Questions Due from Proposers at 10:00am on 10/23/2023

Districts Response to Questions by 11:00 am on 10/25/2023

IFB Responses Due/Public Bid Opening 10:00 am on 10/30/2023

Board Approval on 11/08/2023

Notification of Selected Vendor on or before 3:00 pm on 11/10/2023

** Subject to change at District discretion*

PURPOSE

Oro Grande School District is seeking Proposals from qualified firms and individuals to act as Laboratory of Record (LOR) for the District's construction projects.

It is the intent of this Invitation for Bids (IFB) process, and the documents required herewith, to assist the District in determining qualification with the submission of proposals for various projects. However, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude the District from determining whether a firm or individual has the quality, fitness, capacity, and experience to satisfactorily perform the proposed projects, and has demonstrated the requisite trustworthiness, after it has already pre-qualified. District reserves the right to reject any proposals, to contract for LOR with whomever and in whatever manner, to abandon a project entirely, and/or to waive any informality in receiving proposals. Before a contract is awarded, the District may require further evidence of reasonable qualifications to perform the proposed work.

BACKGROUND

Oro Grande School District empowers students and their families through extraordinary educational choice, excellence in education, a safe environment to learn, rigor in all endeavors, and high expectations. We create schools where all students belong, thrive, and succeed. The Oro Grande School district is located in the town of Oro Grande, California and is composed of four schools, all of which are charter schools or academies that take in students from outside the district. Oro Grande Elementary School, Riverside Preparatory School, and Mojave River Academy. Oro Grande Elementary School serves grades Kindergarten through six in a college preparatory setting. It is the only non-charter school. Riverside Preparatory School comprises of three schools. Riverside Preparatory Elementary, Riverside Preparatory Middle School, Riverside Preparatory High School; all located within the city of Oro Grande. Mojave River Academy serves grades Kindergarten through grade twelve in an Independent Study program. Under the Mojave River Academy Charter system, Oro Grande School District has offices 11 cities outside of Oro Grande located in Bakersfield, Barstow, Beaumont, Colton, Desert Hot Springs, Fontana, Hesperia, Palm Springs, Phelan, Tehachapi, Victorville.

GENERAL INSTRUCTIONS

The Oro Grande School District ("DISTRICT") invites Proposals to be submitted at the time and place stated in the Notice to Respondents. The Proposals should be clear, concise, complete, well organized and demonstrate the entity's qualifications and ability to follow instructions.

All entities are requested to follow the order and format specified below. The IFB shall include, at a minimum, the following:

1. Title Page
2. Cover letter – Proposer must include a letter of introduction including contact information.
3. Table of Contents
4. Profile of Firm – The following information should be included:
 - a. Key Personnel
 - i. Sales: Contact Representative, Phone Number, Email Address, Mailing Address
 - ii. Billing/Accounting: Contact Representative, Phone Number, Email Address, Mailing Address
 - iii. Identify who is authorized to sign agreements and represent your firm in matters related to this Proposals .
 - b. Commitment Statement: Commitment that key personnel will be available throughout contract and will not be removed without notification to the District
 - c. Location of the office from which the work will be provided and the staff allocation at that office.
 - d. References: Proposer must provide a list of 3 references for services, equipment, and/or facilities that the proposer has provided and/or operated under contract during the past five (5) years. Include company name, address, and contact information.
 - e. List applicable license number(s), registration number(s), and federal taxpayer ID number.
 - a. Rates. Provide your hourly, overtime, weekend, and holiday rates.
 - f. Insurance. Provide evidence of general liability insurance coverage.
5. Project Team - Including, but not limited to:
 - i. Name and Title
 - ii. Contact Information
 - iii. Size of Project Team
 - iv. Project Organization Chart.
6. Preparation of BID Form: Bids ("Bid" or "Bids") shall be submitted on the attached bid form, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the Bid shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the person signing the Bid.
7. LOR's Declaration. Complete and sign the attached declaration form (Attachment A)
8. Any other information required by this IFB or its addenda which may not be listed above.
9. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the IFB, as your firms' proposal may be deemed non responsive.

10. Preparation of IFB Documents: IFBs shall be submitted complete and in full. All IFB items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the IFB shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the person signing the IFB.
11. Questions: In order for Bidder to receive answers to questions or addenda, DISTRICT must receive the information by the date specified in the timeline. If Bidder does not receive confirmation from DISTRICT that its information has been received, Bidder must contact DISTRICT to ensure DISTRICT received the information.
 - a. All questions raised by Bidders will be answered with an Addendum to the bid, each Addendum will be posted on the District website.
 - b. It is the responsibility of the Bidder to check the District website for Addendum information.
1. Delivery of Proposals : The IFB shall be enclosed in a sealed envelope, addressed and delivered or mailed to DISTRICT's Purchasing Department Attn: April Lara, mailing address: PO Box 386, Oro Grande, Ca 92368 and must be received on or before the time set forth in the Notice to Respondents for the opening of IFB submissions. The envelope shall be plainly marked with Firm's name, address, the IFB#, title, and the date and time for opening of documents or via email to bids@orogrande.org clearly marked with the IFB#, title, and the date and time for opening of documents. Emailed documents must be sent as a clear PDF or Word document. Additionally Bids can be submitted through DemandStar <https://www.demandstar.com/app/agencies/california/oro-grande-school-district/procurement-opportunities/79ebb575-f9d6-48ca-bb8c-572c197bcd3/>.
 - 1.1. It is the Respondent's sole responsibility to ensure that its documents have been received in the Purchasing Department prior to the scheduled closing time for receipt of the Proposals .
 - 1.2. In accordance with Government Code section 53068, any Proposals received after the scheduled closing time for receipt of IFBs or after any extension due to material changes shall be returned to the Respondent unopened. At the time set forth in the Notice to Respondents for the opening of the Proposals , the sealed IFBs will be opened and read out loud.
2. Signatures: Any signature required on the Contract Documents must be signed in the name of Respondent, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Respondent is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officers"); or (b) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (c) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the IFB. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If Respondent is a joint venture or partnership, there shall be submitted with the IFB, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint

venture or partnership and, should the joint venture or partnership be the successful Respondent, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If the Respondent is an individual, his/her signature shall be placed on such documents.

3. Modifications: Respondent shall not modify the Terms and Conditions or Contract Form. Respondents shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of any District-provided documents. Changes in or additions to the Terms and Conditions or Contract Form, recapitulations of the work, alternative proposals, or any other modification of the Terms and Conditions or Contract Form which is not specifically called for in the Contract Documents may result in DISTRICT's rejection of the IFB as not being responsive to the Request for Qualifications. No oral or telephonic modification of any IFB submitted will be considered.
4. Erasures, Inconsistent or Illegible IFBs: The IFB submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the IFB. In the event of inconsistency between words and figures in the IFB price, words shall control figures. In the event DISTRICT determines that any IFB is unintelligible, inconsistent or ambiguous, DISTRICT may reject such IFB as not being responsive to the Request for Qualifications.
5. Examination of Contract Documents: At its own expense and prior to submitting its IFB, each Respondent shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Request for Qualifications; determine the character, quality, and quantity of the equipment, materials, supplies, and/or services to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The failure or omission of any Respondent to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Respondent from any obligation with respect to its IFB or to the Contract. The submission of a IFB shall be incontrovertible evidence that the Respondent has complied with all the requirements of this provision of the Instructions to Respondents. Respondents shall not at any time after submission of the IFB, dispute, complain, or assert that there were any misunderstandings with regard to the nature or quantity of equipment, materials, supplies, and/or services to be provided. EXECUTION OF CONTRACT – ISSUANCE OF A PURCHASE ORDER SHALL BE EVIDENCE.
6. Award of Contract: DISTRICT reserves the right to reject any or all IFBs, or to waive any irregularities or informalities in any IFB. The award of the Contract, if made by DISTRICT, will be by action of the Governing Board and to the lowest responsible Respondent therefore from among those Respondents responsive to the call for bids. Each Bid must conform and be responsive to the Contract Documents.
7. Competency of Respondents: In selecting the Respondent, consideration will be given not only to the financial standing but also to the general competency of Respondent for the performance of the work or the supply of equipment and/or supplies covered by the IFB. By submitting a IFB, each Respondent agrees that DISTRICT, in determining the successful Respondent and its eligibility for the award, may consider Respondent's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Respondent's performance of the work or services. In addition, DISTRICT may conduct such investigations as DISTRICT deems necessary to assist in the evaluation of any IFB and to establish the responsibility,

qualifications and financial ability of Respondent to do the work and/or supply equipment and/or supplies in accordance with the Contract Documents to DISTRICT's satisfaction within the prescribed time; and DISTRICT reserves the right to reject the IFB of any Respondent who does not pass any such evaluation to the satisfaction of DISTRICT. If the work or supply of equipment, supplies, and/or services requires a license, no IFB will be accepted from a Respondent who is not licensed in accordance with applicable State law.

8. Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, Respondents shall secure the payment of compensation to all employees. Respondent shall sign and file with DISTRICT together with the executed Agreement the following certificate prior to performing the work or providing the equipment and/or supplies under the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions prior to the execution of the Agreement." The form of such certificate is included as a part of the Contract Documents.
9. Anti-Discrimination: It is the policy of DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, or marital status. Respondent agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
10. Hold Harmless: Respondent shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - 10.1. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Respondent or any person, firm or corporation employed by Respondent upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Contractors who are directly employed by DISTRICT.
 - 10.2. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Respondent, or any person, firm, or corporation employed by Respondent, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Respondent, either directly or by independent contract, and not by the active negligence of DISTRICT.
 - 10.3. Any failure or alleged failure to comply with any provision of law or the Contract Documents.
 - 10.4. Respondent, at Respondent's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

11. Status of Respondent: Respondent is, and shall at all times be deemed to be, an independent Contractor and shall be wholly responsible for the manner in which it performs the work or services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and Respondent or any of Respondent's agents or employees. Respondent assumes exclusively the responsibility for the acts of its employees as they relate to the work or services to be provided during the course and scope of their employment. The Respondent, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the Respondent to determine compliance with the terms of the Agreement.
12. Prohibited Interests: No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Respondent shall receive no compensation and shall repay DISTRICT for any compensation received by Respondent hereunder, should Respondent aid, abet or knowingly participate in violation of this section.
13. District's Right to Terminate Contract:
 - 13.1. Termination for Cause: If Respondent refuses or fails to deliver the equipment or supplies with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if Respondent should be adjudged bankrupt, or if Respondent should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to perform work or deliver equipment and/or supplies as to ensure complete delivery within the time specified, or if Respondent persistently disregards laws, ordinances or instructions of DISTRICT, or if Respondent should otherwise be guilty of a substantial violation of any provision of the Agreement, then Respondent shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Respondent of DISTRICT's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such cases, the Respondent shall not be entitled to receive any further payment until performance is completed.
 - 13.1.1. In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and Respondent, and surety shall have the right to take over and perform the Agreement, provided, however, that if surety within seven (7) days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform the Agreement or does not commence performance thereof within fifteen (15) days from date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Respondent. Respondent and its surety shall be liable to DISTRICT for any excess cost or

other damages occasioned DISTRICT thereby. Time is of the essence in the Agreement. If DISTRICT takes over the work as hereinabove provided, DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to Respondent as may be on the site of the work and necessary therefor.

- 13.1.1.1. If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to Respondent. If such expense shall exceed such unpaid balance, Respondent shall pay the difference to DISTRICT.
- 13.2. Termination for Convenience: DISTRICT may, at any time, terminate the Contract for DISTRICT's convenience and without cause. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, Respondent shall:
 - 13.2.1. Cease operations as directed by DISTRICT in the notice;
 - 13.2.2. Take actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
 - 13.2.3. Not terminate any insurance provisions required by the Contract Documents.
 - 13.2.4. In case of such termination for DISTRICT's convenience, Respondent shall be entitled to receive payment from DISTRICT for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including overhead and profit for that portion of the work completed, and reasonable proven damages.
 - 13.2.5. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.
- 14. Drug-Free Workplace Certification: Pursuant to Government Code sections 8350 et seq., Respondent will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. Respondents will be required to take positive measures outlined in the certificate in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
- 15. Patents, Royalties, and Indemnities: Respondent shall hold and save DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by DISTRICT, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of DISTRICT or its officers, agents, or employees.
- 16. Protection of Persons and Property: Respondent has been advised and is aware that DISTRICT has adopted Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. Respondent shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all Respondent's employees while on DISTRICT property. Respondent understands and agrees that should any employee of Respondent violate Board Policy, after having already been warned once for violating DISTRICT's tobacco-free policy, Respondent shall remove the individual from the Project for the duration of the Agreement. Respondents shall not be entitled to any additional compensation and/or time in completing performance of the Agreement as a result of such

removal.

- 16.1. Respondent shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered until completion and final acceptance by DISTRICT.
- 16.2. Respondent shall provide evidence of insurance with the following minimum limit of liability:
 - 16.2.1. General Liability (Additional Insured)
 - 16.2.1.1. Personal Injury: Property Damage:
 - 16.2.1.2. \$1,000,000 minimum Each Occurrence
\$2,000,000 Aggregate
 - 16.2.2. Automobile Liability
 - 16.2.2.1. Bodily Injury: Property Damage:
 - 16.2.2.2. \$1,000,000 minimum Each Person/Occurrence
 - 16.2.3. Workman's Compensation (Waiver of Subrogation Required)
 - 16.2.3.1. \$1,000,000 minimum per accident for bodily injury or disease
 - 16.2.4. Professional Liability/Errors & Omissions Liability
 - 16.2.4.1. \$1,000,000 minimum Each Occurrence \$2,000,000 Aggregate
 - 16.2.5. Respondent shall name DISTRICT as an additional insured in all policies, all of which shall be open to inspection by all parties in interest. A minimum 30-day notice of cancellation is required. The Respondent shall not commence performance of the Contract without such proof of insurance. The Respondent shall provide proof of insurance coverage to DISTRICT within 72 hours subsequent to the submission of the IFB or shall be deemed non responsive.
17. Respondent Claims: If Respondent shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, Respondent shall, within five (5) days after sustaining such damage, make to DISTRICT a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Respondent shall file with DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall have been made as thus required, Respondent's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.
18. Non-Conforming Equipment and Supplies: Respondent shall promptly remove from the premises all equipment or supplies delivered by Respondent and identified by DISTRICT as failing to conform to the Contract, whether incorporated or not. Respondent shall promptly replace the non- conforming equipment and supplies to comply with the Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all property destroyed or damaged by such removal or replacement.
 - 18.1. If Respondent does not remove such equipment or supplies within a reasonable time, fixed by written notice, DISTRICT may remove it and store the material at Respondent's expense. If Respondent does not pay the expenses of such removal within ten (10) days thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Respondent.

19. Assignment of Antitrust Actions: Section 7103.5(b) of the Public Contract Code provides:
 - 19.1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the LOR offers and agrees to assign to the awarding body [DISTRICT] all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the LOR, without further acknowledgment by the parties.
 - 19.2. Respondent agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action Respondent may have under the Contract. This assignment shall become effective at the time DISTRICT tenders final payment to Respondent.
20. Notice and Service Thereof: Any notice from one party to the other or otherwise under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
 - 20.1. If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by depositing same in the United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
 - 20.2. If notice is given to Respondent, by personal delivery thereof to said Respondent or by depositing same in the United States mail, enclosed in a sealed envelope addressed to said Respondent at its regular place of business or at such other address as may have been established for the conduct of work under the Contract, and sent by registered or certified mail with postage prepaid; or
 - 20.3. If notice is given to surety or other persons, by personal delivery to such surety or other person or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.
21. No Assignment: Respondent shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of DISTRICT; and Respondent shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If Respondent shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of DISTRICT, be terminated, revoked and annulled, and DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to Respondent, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of DISTRICT. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services

rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to withholding of payments as determined by DISTRICT in accordance with the Contract.

22. No Waiver: The failure of DISTRICT in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
23. Protest. Any protest by any Respondent regarding any other IFB must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) business day following IFB submissions opening.
 - 23.1. Only a Respondent who has actually submitted a IFB, and who could be awarded the Contract if the protest is upheld, is eligible to submit a protest. A Respondent may not rely on the protest submitted by another Respondent.
 - 23.2. A protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the protest deadline will not be considered.
 - 23.3. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - 23.3.1. Without limitation to any other basis for protest, an inadvertent error in listing the California Contractor's license number on the Designated SubContractors List shall not be grounds for filing a protest or grounds for considering the IFB non responsive if the correct Contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subContractor.
 - 23.3.2. Without limitation to any other basis for protest, an inadvertent error listing an unregistered sub Contractor shall not be grounds for filing a protest or grounds for considering the bid non responsive provided that any of the following apply:
 - 23.3.2.1. The sub Contractor is registered prior to the opening.
 - 23.3.2.2. The sub Contractor is registered and has paid the penalty registration fee within 24 hours after the opening.
 - 23.3.2.3. The sub Contractor is replaced by another registered sub Contractor pursuant to Public Contract Code section 4107.
 - 23.3.3. The protest must include the name, address and telephone number of the person representing the protesting party.
 - 23.3.4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Respondents or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - 23.3.5. The procedure and time limits set forth in this paragraph are mandatory and are each Respondent's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code

Claim or legal proceedings.

REQUIRED FORMS

The following forms must be completed and submitted with the IFB. Failure to provide all documents enumerated below may result in the Respondent's IFB being deemed non-responsive.

- ☐ Bid Form
- ☐ Non-Collusion Affidavit
- ☐ Laboratory of Record Declaration Form

BID FORM

TO: ORO GRANDE SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT"

FROM:

Proper Name of Bidder ("Bidder")

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete Contract Documents, as defined in the Agreement, the local conditions affecting the performance of the Contract, as defined in the Agreement, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Contract Documents and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a good workmanlike manner all of the work required in connection with **Bid No:23-24-11 Laboratory of Record**, all in strict conformity with the Contract Documents.
2. **ADDENDA:** The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

3. **PRICE:**

1. **Increment 1 (See Attachment "B") cost for all items to be performed by LOR (Laboratory of Record)**

Cost : _____ Dollars and _____ Cents. (\$_____).

Said sums include all applicable taxes and costs.

2. **Increment 2 (See Attachment "C") cost for all items to be performed by LOR (Laboratory of Record)**

Cost : _____ Dollars and _____ Cents. (\$_____).

Said sums include all applicable taxes and costs.

4. Instructions to Bidders is an integral part of the Contract Documents and that the Instructions to Bidders has been read, understood and accepted by Bidder. Bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the Instructions to Bidders and agrees to strictly abide by their meaning and intent.
5. It is understood that DISTRICT reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids
6. The required Information Required of Bidder is hereto attached.
7. The required Non-collusion Affidavit is hereto attached.
8. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered to the undersigned after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract in the form attached hereto in accordance with the Bid as accepted, and that the undersigned will also furnish and deliver to DISTRICT all other documents specified in Section 3 of the Instructions to Bidders within five (5) calendar days after receipt of notification of award, and that the work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract on the date to be stated in DISTRICT's Notice to Proceed delivered to Bidder, and shall be completed by Bidder in the time specified in the Contract Documents.
9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to individuals stated below.

Name: _____

Title: _____

Phone: _____

Email: _____

Address: _____

City/State/Zip: _____

10. The name of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: Bidder or other interested person is a corporation, state legal name of corporation and the names of the chairman of the board, president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm and the names of all individual co- partners composing firm; if Bidder or other interested person is an individual, state first and last name in full.)

11. Pursuant to Government Code section 4552, in submitting this Bid, Bidder offers and agrees that if the Bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from the purchase of goods, materials, or services by Bidder for sale to DISTRICT pursuant to the Bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment to Bidder.
12. If Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ and _____ whose title is _____ is/are authorized to act for and bind the corporation. See Section 4 of the Instructions to Bidders for additional information.
13. It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, each of the certificates specified in Section 3 of the Instructions to Bidders and required bonds to DISTRICT within five (5) calendar days of receiving notice of the award of the Contract to Bidder, the successful bidder shall be deemed to be in default, and the DISTRICT may award the Contract to the next lowest bidder.
14. Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Bidder shall indemnify, hold harmless and defend DISTRICT against any and all actions, proceedings, penalties or claims arising out of Bidder's failure to comply strictly with IRCA.
15. It is understood and agreed that, if requested by DISTRICT, Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

Phone Number

E-Mail Address

By: _____
Signature of Bidder Representative

Date: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

PREQUALIFICATION QUESTIONNAIRE

1. Has your Firm or any of your employees or Associates, or any of their employees ever been convicted of a crime involving the awarding of a contract for a government project, or the bidding or performance of a government contract within the last five (5) years?
☒ Yes ☐ No
2. Is your Firm covered by a professional liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate?
☐ Yes ☐ No
3. Has any Firm Member or any of your employees or Associates ever defaulted on a construction contract? If yes, please provide an explanation.
☐ Yes ☐ No
4. At any time in the last five years has any Firm Member or any of your employees or Associate been assessed liquidated damages or more than \$50,000 on a construction contract with either a public or private owner? If yes, please provide an explanation.
☐ Yes ☐ No
5. In the past five years has any claim in excess of \$50,000 been filed in court or arbitration against any Firm Member or any of your employees or Associate concerning your work on a construction project? If yes, please provide an explanation.
☐ Yes ☐ No
6. Has there been more than one occasion during the last five years in which a Firm Member or any of your employees or Associates was required to pay either back wages or penalties for failure to comply with the State's prevailing wage laws? If yes, please provide an explanation.
☐ Yes ☐ No
7. At any time during the last five years, has your Firm Member or any of your employees or Associate been found to have violated any provision of the California apprenticeship law or regulations, or the law pertaining to use of apprentices on public works? If yes, please provide an explanation.
☐ Yes ☐ No
8. Has any professional license held by any Firm Member or any of your employees or Associate who will provide services been revoked at any time in the last five years?
☐ Yes ☐ No

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The IFB is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The IFB is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham IFB. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham IFB, or to refrain from submitting. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the IFB price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the IFB price, or of that of any other Respondent. All statements contained in the IFB are true. The Respondent has not, directly or indirectly, submitted his or her IFB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, IFB depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

ATTACHMENT 'A'

LABORATORY OF RECORD'S DECLARATION

The undersigned declares the following to be true, to the best of his (or her) knowledge and belief, for the firm, persons and consultants listed in this Invitation for Bids:

1. That all persons listed are acting under appropriate and valid licenses and that all licenses are in good standing.
2. That the firm is experienced in projects of similar size, complexity, scope and nature and that listed persons are sufficiently experienced to perform the work.
3. That the firm has the experience, competency, financial means and capacity to complete the work.
4. That the firm is properly insured as required for the various work described herein.
5. That the firm and persons listed:
 - a. Have not been convicted of false or fraudulent statements to a public agency.
 - b. Will comply with applicable laws, regulations and ordinances.
 - c. Have submitted information in this Invitation for Bids that is true and accurate to the best of their knowledge and belief.
 - d. Agrees to furnish services and materials as required by the terms and conditions of this Invitation for Bids.

Name of Firm or Individual _____

Printed Name and Title _____

Street Address _____

City, State, Zip code _____

Telephone _____

Email Address _____

Authorized Signature _____

Date _____

License # _____

DIR Certification # _____

REQUIRED CONTRACT FORMS-(AFTER AWARD)

- ☐ Service Agreement
- ☐ W-9 Form
- ☐ Certificate of Insurance and Endorsements
- ☐ Criminal Records Check Certification
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco-Free Workplace Certification
- ☐ Workers' Compensation Certification

******This Contract is included for Review Only******
ORO GRANDE SCHOOL DISTRICT

AGREEMENT

THIS AGREEMENT, made the ____ day of _____ in the year _____, in the county of San Bernardino, State of California, by and between the Oro Grande School District hereinafter called the "DISTRICT" and _____ hereinafter called "LOR".

SCOPE OF SERVICES: Laboratory of Record is fully licensed to provide such services in conformity with the Laws of the State of California; and Laboratory of Record shall provide to the DISTRICT the services set forth in Invitation for Bids No. 23-24-11 which is attached hereto and incorporated herein by reference as Exhibit "A". Any discrepancies or inconsistencies between this AGREEMENT and Exhibit "A" shall be interpreted and governed by the terms and conditions of this AGREEMENT. The terms of this Agreement shall be controlling in the event any of the terms hereof shall be in conflict with any of the terms in Exhibit "A".

DURATION OF AGREEMENT: The term of this agreement shall be from ____/____/____ through the completion of needed services or ____/____/____, whichever occurs first.

CONTRACT PRICE: The District shall pay to the Laboratory of Record for services rendered at a rate agreed upon in the attached rate sheet/Bid Form. Payments shall be processed upon submission of the respective invoices. All Laboratory of Record invoices shall be paid upon approval by District Designee. Invoices shall be submitted directly to Accounts Payable Department and can be sent via email Accounts_Payable@orogrande.org or Mailed to:

Oro Grande School District
Attn: Accounts Payable
PO Box 386
Oro Grande, CA 92368

PROVISIONS REQUIRED BY LAW:

- A. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- B. If a Laboratory of Record is an individual, he or she shall certify whether or not the Laboratory of Record is a retired member of the State Teachers Retirement System of the State of California.

COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Signed Agreement
- W-9 Form
- Insurance Certificates and Endorsements
- Approved and fully executed change orders
- Megan's Law (Sex Offenders) I have verified and will continue to verify that the employees of the

Laboratory of Record having contact with School students under this agreement are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

- Anti Discrimination: It is the policy of the District that in connection with all work performed under Agreements, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Laboratory of Record agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. Covid-19 Certification:
 - ☐ Laboratory of Record and/or Contracted Parties will not be present on a District site and will not have limited or no contact with District students during the term of this Agreement.
 - ☒ Laboratory of Record and/or Contracted Parties shall or may perform services on a District school site when District students are present during the term of this Agreement and, at no cost to District The Laboratory of Record and/or Contracted Parties shall comply with the current COVID-19 certification requirements and safety standards in accordance with the Centers for Disease Control and Prevention (CDC) and local/county/state guidelines. Laboratory of Record further agrees and acknowledges that the District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.
- Tuberculosis Certification: The Laboratory of Record and/or Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of California Education Code Section [49406](#). Accordingly, by checking the applicable boxes below, Laboratory of Record hereby represents and warrants to District the following:
 - ☒ Contracted Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.
 - ☐ The following Contracted Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of California Education Code Section 49406:

The Laboratory of Record shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by the Laboratory of Record and shall be available to the District upon request or audit. Laboratory of Record further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

- Conflict of Interest Certification. By signing below the Laboratory of Record and/or Contracted Parties hereby represents and warrants to the District they have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Vendor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code. Laboratory of Record shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by the Laboratory of Record and shall be available to the District upon request or audit.

INSURANCE: Laboratory of Record shall maintain the following insurance during the life of this Agreement and shall provide the District with a current certificate of insurance evidencing its insurance coverage. Oro Grande School

District and California Schools Risk Management are to be named as additional insured by endorsement to the General Liability policy, with respect to liability arising out of work or operations performed by or on behalf of the Laboratory of Record including materials, parts or equipment furnished in connection with such work or operations. The District assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by the Laboratory of Record under this Agreement. The insurance shall protect the Laboratory of Record from the claims set forth below that may arise out of or result from the Vendor's performance of services or failure to perform services under this Agreement:

- General Liability (Additional Insured)
 - Personal Injury: Property Damage:
 - \$1,000,000 minimum Each Occurrence \$2,000,000 Aggregate
- Automobile Liability
 - Bodily Injury: Property Damage:
 - \$1,000,000 minimum Each Person/Occurrence
- Workman's Compensation (Waiver of Subrogation Required)
 - \$1,000,000 minimum per accident for bodily injury or disease
- Professional Liability/Errors & Omissions Liability
 - \$1,000,000 minimum Each Occurrence \$2,000,000 Aggregate
- Primary Coverage. For any claims related to this Agreement, the Vendor's insurance coverage shall be primary insurance as it respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it
- Additional Insured. When requested we required that both Oro Grande School District and California Schools Risk Management be named as "Additional Insured" in Certificate of Insurance.

Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

INDEPENDENT CONTRACTOR: Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the District and Consultant. Consultant shall provide all services under this agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other.

If a Laboratory of Record is a regular employee of a public entity, all said services which Laboratory of Record renders under this agreement will be performed at times other than Vendor's regular assigned workday for said entity, or during periods of vacation or leave of absence from said entity.

CONTRACTOR PERMITS/LICENSES: Contractor shall secure and maintain valid permits and licenses for Contractor that are required by law for the execution of this contract.

ASSIGNMENT OF AGREEMENT: The Laboratory of Record shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of the DISTRICT. This includes a whole or partial purchase of the Laboratory of Record by another party.

CANCELLATION: The District reserves the right to cancel the agreement without cause and subject to a thirty-day written notice.

INDEMNIFICATION AND EXCULPATION : Laboratory of Record shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions

or liability for injury or damage, including attorney's fees and costs, to persons or property arising for any reason from the services to be performed by Laboratory of Record under this Agreement

HOLD HARMLESS AGREEMENT: Laboratory of Record shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of

- a. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Laboratory of Record or any person, firm or corporation employed by Laboratory of Record upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Contractors who are directly employed by DISTRICT.
- b. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Vendor, or any person, firm, or corporation employed by Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Vendor, either directly or by independent contract, and not by the active negligence of DISTRICT.
- c. Any dispute between the Laboratory of Record and its suppliers.
- d. Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

WAIVER: No waiver of a breach of any provision of this Agreement by the DISTRICT shall constitute a waiver of any other breach of such provision. Failure of the DISTRICT to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in Law or equity.

ATTORNEY FEES: If either party hereto becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation, or in a separate suite, shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

a.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

Firm Name

BY _____

Print Name

TITLE: _____

DATE: _____

LICENSE#: _____

DIR #: _____

Oro Grande School District

BY _____

William Flynn

TITLE: Assistant Superintendent of Business Services

DATE: _____

CRIMINAL RECORDS CHECK CERTIFICATION

(Fingerprinting Requirements)

CERTIFICATION

_____ ("LOR ") certifies that it has performed one of the following:

Pursuant to Education Code Section 45125.1, LOR has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Oro Grande School District, pursuant to the contract/purchase order dated and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively. As further required by Education Code Section 45125.1, attached hereto as Attachment "B" is a list of the names of the employees of the undersigned who may come in contact with pupils.

Inspector 's Representative Signature

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Respondent pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the Inspector or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In signing below, Inspector covenants that it has complied with the signature requirements described in Section 4 of the Instructions to Respondents.

_____ (LOR)

Date: _____

By: _____

Title: _____

TOBACCO-FREE WORKPLACE CERTIFICATION

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- a. The undersigned is a duly-authorized representative of the Inspector and, in that capacity, has executed this certification on behalf of the Inspector .
- b. The Inspector shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel: All properties and facilities operated by the Hesperia Unified School District, including, without limitation, the Project Site, are tobacco-free workplaces. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Inspector shall require each person (including, without limitation, any employee of the Inspector or supplier) found in violation of these requirements to permanently leave the Project Site, and the Inspector shall not thereafter permit such person to be present in, on or at the Project Site.

_____ (LOR)

Date: _____

By: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

If LOR is a corporation, this certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 5 of Instructions to Respondents for additional information.

In signing below, Inspector covenants that it has complied with the signature requirements described in Section 5 of the Instructions to Respondents.

SIGNATURES FOLLOW ON NEXT PAGE

WORKERS' COMPENSATION CERTIFICATION

(Proper Name)

By:

(Signature of Authorized Signor)

(Title of Signor)

By:

(Signature of Authorized Signor)

(Title of Signor)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 1 | Date Created: 2023-08-31 07:47:26 |

2022 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 (2022 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 (Geotechnical Engineer) – 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 (Laboratory of Record) – 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. |
| Test – Indicates that a test is required | PI (Project Inspector) – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA. |
| | SI (Special Inspection) – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector. |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 1 | Date Created: 2023-08-31 07:47:26 |

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

| S1. GENERAL: | | | | |
|-------------------------------------|--|-----------------|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Verify that: <ul style="list-style-type: none">• Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations.• Foundation excavations are extended to proper depth and have reached proper material.• Materials below footings are adequate to achieve the design bearing capacity. | Periodic | GE* | * By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) form for exemptions.) |

| S2. SOIL COMPACTION AND FILL: | | | | |
|-------------------------------------|--|-------------------|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Perform classification and testing of fill materials. | Test | LOR* | * Under the supervision of the geotechnical engineer. |
| <input checked="" type="checkbox"/> | b. Verify use of proper materials, densities and inspect lift thicknesses, placement and compaction during placement of fill. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. (Refer to specific items identified in the Appendix (end of this form) form for exemptions where soils SI and testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil SI and test reporting requirements for the exempt items.) |
| <input checked="" type="checkbox"/> | c. Compaction testing. | Test | LOR* | * Under the supervision of the geotechnical engineer. (Refer to specific items identified in the Appendix (end of this form) 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.) |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 1 | Date Created: 2023-08-31 07:47:26 |

| S3. DRIVEN DEEP FOUNDATIONS (PILES): | | | | |
|---|--|---|---------------------|--|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. Verify pile materials, sizes and lengths comply with the requirements. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. |
| <input type="checkbox"/> | b. Determine capacities of test piles and conduct additional load tests as required. | Test | LOR* | * Under the supervision of the geotechnical engineer. |
| <input type="checkbox"/> | c. Inspect driving operations and maintain complete and accurate records for each pile. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. |
| <input type="checkbox"/> | d. Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. |
| <input type="checkbox"/> | e. Steel piles. | Provide tests and inspections per STEEL section below. | | |
| <input type="checkbox"/> | f. Concrete piles and concrete filled piles. | Provide tests and inspections per CONCRETE section below. | | |
| <input type="checkbox"/> | g. For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge. | * | * | * As defined on drawings or specifications. |

| S4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS): | | | | |
|--|---|-------------------|---------------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Note |
| <input type="checkbox"/> | a. Inspect drilling operations and maintain complete and accurate records for each pier. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.) |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 1 | Date Created: 2023-08-31 07:47:26 |

| | Test or Special Inspection | Type | Performed By | Code References and Note |
|--------------------------|--|---|--------------|--|
| <input type="checkbox"/> | b. Verify pier locations, diameters, plumbness, bell diameters (if applicable), lengths and embedment into bedrock (if applicable); record concrete or grout volumes. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.) |
| <input type="checkbox"/> | c. Confirm adequate end strata bearing capacity. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.) |
| <input type="checkbox"/> | d. Concrete piers. | Provide tests and inspections per CONCRETE section below. | | |

| S5. RETAINING WALLS: | | | | |
|-----------------------------|---|---|--------------|--|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. Placement, compaction and inspection of backfill. | Continuous | GE* | 1705A.6.1. * By geotechnical engineer or his or her qualified representative. (See section S2 above). |
| <input type="checkbox"/> | b. Placement of soil reinforcement and/or drainage devices. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. |
| <input type="checkbox"/> | 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 18-2. |
| <input type="checkbox"/> | d. Concrete retaining walls. | Provide tests and inspections per CONCRETE section below. | | |
| <input type="checkbox"/> | e. Masonry retaining walls. | Provide tests and inspections per MASONRY section below. | | |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 1 | Date Created: 2023-08-31 07:47:26 |

| S6. OTHER SOILS: | | | | |
|-------------------------------------|---|-------------------|---------------------|--|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Soil Improvements | Test | GE* | Submit a comprehensive report documenting final soil improvements constructed, construction observation and the results of the confirmation testing and analysis to CGS (California Geological Survey) for final acceptance. * By geotechnical engineer or his or her qualified representative. |
| <input checked="" type="checkbox"/> | b. Inspection of Soil Improvements | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. |
| <input type="checkbox"/> | c. | | | |

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

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 1 | Date Created: 2023-08-31 07:47:26 |

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 be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

| | |
|--------------------------|--|
| | SOILS: |
| <input type="checkbox"/> | 1. Deep foundations acting as a cantilever footing with a design based on minimum allowable pressures per CBC Table 1806A.2 and without a geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade. |
| <input type="checkbox"/> | 2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill. |

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

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

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 1 | Date Created: 2023-08-31 07:47:26 |

| | |
|--------------------------|--|
| | CONCRETE/MASONRY: |
| <input type="checkbox"/> | 5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section. |

| | |
|--------------------------|---|
| | WELDING: |
| <input type="checkbox"/> | 1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof. |
| <input type="checkbox"/> | 2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush. |
| <input type="checkbox"/> | 3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud. |
| <input type="checkbox"/> | 4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above). |
| <input type="checkbox"/> | 5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above). |
| <input type="checkbox"/> | 6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category of listing above). |
| <input type="checkbox"/> | 7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems. |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2022 CBC

Application Number:

04-122696

School Name:

Mojave River Academy

School District:

Oro Grande School District

DSA File Number:

36-47

Increment Number:

1

Date Created:

2023-08-31 07:47:26

Name of Architect or Engineer in general responsible charge:

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

Shane Fitzgerald

Signature of Architect or Structural Engineer:



Date:

08/31/2023

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

DSA STAMP

DSA 103-22: LIST OF REQUIRED VERIFIED REPORTS, CBC 2022

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 1 | Date Created: 2023-08-31 07:47:26 |

1. Soils Testing and Inspection: Geotechnical Verified Report Form DSA 293

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

2022 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 (2022 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 (Geotechnical Engineer) – 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 (Laboratory of Record) – 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. |
| Test – Indicates that a test is required | PI (Project Inspector) – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA. |
| | SI (Special Inspection) – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector. |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

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

| S1. GENERAL: | | | | |
|-------------------------------------|--|----------|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Verify that: <ul style="list-style-type: none">• Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations.• Foundation excavations are extended to proper depth and have reached proper material.• Materials below footings are adequate to achieve the design bearing capacity. | Periodic | GE* | * By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) form for exemptions.) |

| S2. SOIL COMPACTION AND FILL: | | | | |
|-------------------------------------|--|------------|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Perform classification and testing of fill materials. | Test | LOR* | * Under the supervision of the geotechnical engineer. |
| <input checked="" type="checkbox"/> | b. Verify use of proper materials, densities and inspect lift thicknesses, placement and compaction during placement of fill. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. (Refer to specific items identified in the Appendix (end of this form) form for exemptions where soils SI and testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil SI and test reporting requirements for the exempt items.) |
| <input checked="" type="checkbox"/> | c. Compaction testing. | Test | LOR* | * Under the supervision of the geotechnical engineer. (Refer to specific items identified in the Appendix (end of this form) 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.) |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| S3. DRIVEN DEEP FOUNDATIONS (PILES): | | | | |
|---|--|---|---------------------|--|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. Verify pile materials, sizes and lengths comply with the requirements. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. |
| <input type="checkbox"/> | b. Determine capacities of test piles and conduct additional load tests as required. | Test | LOR* | * Under the supervision of the geotechnical engineer. |
| <input type="checkbox"/> | c. Inspect driving operations and maintain complete and accurate records for each pile. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. |
| <input type="checkbox"/> | d. Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. |
| <input type="checkbox"/> | e. Steel piles. | Provide tests and inspections per STEEL section below. | | |
| <input type="checkbox"/> | f. Concrete piles and concrete filled piles. | Provide tests and inspections per CONCRETE section below. | | |
| <input type="checkbox"/> | g. For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge. | * | * | * As defined on drawings or specifications. |

| S4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS): | | | | |
|--|---|-------------------|---------------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Note |
| <input checked="" type="checkbox"/> | a. Inspect drilling operations and maintain complete and accurate records for each pier. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.) |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| | Test or Special Inspection | Type | Performed By | Code References and Note |
|-------------------------------------|---|---|--------------|--|
| <input checked="" type="checkbox"/> | b. Verify pier locations, diameters, plumbness, bell diameters (if applicable), lengths and embedment into bedrock (if applicable); record concrete or grout volumes. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.) |
| <input checked="" type="checkbox"/> | c. Confirm adequate end strata bearing capacity. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.) |
| <input checked="" type="checkbox"/> | d. Concrete piers. | Provide tests and inspections per CONCRETE section below. | | |

| S5. RETAINING WALLS: | | | | |
|--------------------------|--|---|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. Placement, compaction and inspection of backfill. | Continuous | GE* | 1705A.6.1. * By geotechnical engineer or his or her qualified representative. (See section S2 above). |
| <input type="checkbox"/> | b. Placement of soil reinforcement and/or drainage devices. | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. |
| <input type="checkbox"/> | 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 18-2. |
| <input type="checkbox"/> | d. Concrete retaining walls. | Provide tests and inspections per CONCRETE section below. | | |
| <input type="checkbox"/> | e. Masonry retaining walls. | Provide tests and inspections per MASONRY section below. | | |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| S6. OTHER SOILS: | | | | |
|-------------------------------------|---|-------------------|---------------------|--|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Soil Improvements | Test | GE* | Submit a comprehensive report documenting final soil improvements constructed, construction observation and the results of the confirmation testing and analysis to CGS (California Geological Survey) for final acceptance. * By geotechnical engineer or his or her qualified representative. |
| <input checked="" type="checkbox"/> | b. Inspection of Soil Improvements | Continuous | GE* | * By geotechnical engineer or his or her qualified representative. |
| <input type="checkbox"/> | c. | | | |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| C1. CAST-IN-PLACE CONCRETE | | | | |
|-------------------------------------|---|--|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Verify use of required design mix. | Periodic | SI | Table 1705A.3 Item 5, 1910A.1. |
| <input checked="" type="checkbox"/> | b. Identify, sample, and test reinforcing steel. | Test | LOR | 1910A.2; ACI 318-19 Ch.20 and Section 26.6.1.2; DSA IR 17-10. (See Appendix (end of this form) for exemptions.) |
| <input checked="" type="checkbox"/> | c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete. | Test | LOR | Table 1705A.3 Item 6; ACI 318-19 Sections 26.5 & 26.12. |
| <input checked="" type="checkbox"/> | d. Test concrete (f'_c). | Test | LOR | 1905A.1.17; ACI 318-19 Section 26.12. |
| <input checked="" type="checkbox"/> | e. Batch plant inspection: Continuous | See Notes | SI | Default of 'Continuous' per 1705A.3.3. If approved by DSA, batch plant inspection may be reduced to 'Periodic' subject to requirements in Section 1705A.3.3.1, or eliminated per 1705A.3.3.2. See IR 17-13. (See Appendix (end of this form) for exemptions.) |
| <input checked="" type="checkbox"/> | f. Welding of reinforcing steel. | Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below. | | |

| C2. PRESTRESSED / POST-TENSIONED CONCRETE (IN ADDITION TO SECTION C1): | | | | |
|--|---|----------|--------------|---------------------------------------|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. Sample and test prestressing tendons and anchorages. | Test | LOR | 1705A.3.4, 1910A.3 |
| <input type="checkbox"/> | b. Inspect placement of prestressing tendons. | Periodic | SI | 1705A.3.4, Table 1705A.3 Items 1 & 9. |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| | Test or Special Inspection | Type | Performed By | Code References and Notes |
|--------------------------|---|------------|--------------|---|
| <input type="checkbox"/> | c. Verify in-situ concrete strength prior to stressing of post-tensioning tendons. | Periodic | SI | Table 1705A.3 Item 13. Special inspector to verify specified concrete strength test prior to stressing. |
| <input type="checkbox"/> | d. Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons. | Continuous | SI | 1705A.3.4, Table 1705A.3 Item 9; ACI 318-14 Section 26.13 |

| | C3. PRECAST CONCRETE (IN ADDITION TO SECTION C1): | | | |
|--------------------------|---|------------|--------------|--|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. Inspect fabrication of precast concrete members. | Continuous | SI | ACI 318-19 Section 26.13. |
| <input type="checkbox"/> | b. Inspect erection of precast concrete members. | Periodic | SI* | Table 1705A.3 Item 10. * May be performed by PI when specifically approved by DSA. |
| <input type="checkbox"/> | c. For precast concrete diaphragm connections or reinforcement at joints classified as moderate or high deformability elements (MDE or HDE) in structures assigned to Seismic Design Category D, E or F, inspect such connections and reinforcement in the field for: 1. Installation of the embedded parts 2. Completion of the continuity of reinforcement across joints. 3. Completion of connections in the field. | Continuous | SI | Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5 |
| <input type="checkbox"/> | d. Inspect installation tolerances of precast concrete diaphragm connections for compliance with ACI 550.5. | Periodic | SI | Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5 |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| C4. SHOTCRETE (IN ADDITION TO SECTION C1): | | | | |
|--|---|------------|--------------|--|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. Inspect shotcrete placement for proper application techniques. | Continuous | SI | 1705A.3.9, Table 1705A.3 Item 7, 1908A.1, 1908A.2, 1908A.3. See ACI 506.2-13 Section 3.4, ACI 506R-16. |
| <input type="checkbox"/> | b. Sample and test shotcrete (f'_c). | Test | LOR | 1908A.2, 1705A.3.9 |

| C5. POST-INSTALLED ANCHORS: | | | | |
|-------------------------------------|---|-----------|--------------|--|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | 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 (end of this form) for exemptions). ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA. |
| <input checked="" type="checkbox"/> | b. Test post-installed anchors. | Test | LOR | 1910A.5. (See Appendix (end of this form) for exemptions.) |

| C6. OTHER CONCRETE: | | | | |
|--------------------------|----------------------------|------|--------------|---------------------------|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. | | | |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (MASONRY), 2022 CBC

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

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| M1. STRUCTURAL MASONRY: (f'm = 2000 psi) | | | | |
|--|---|------------|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Mill certificate indicates compliance with requirements for reinforcement, anchors, ties, fasteners and metal accessories. See item C1(b) for identification, sampling and testing of reinforcing steel. | Periodic | SI* | 2103A.4; TMS 602-16 Article 1.5B.2 & 2.4. * To be performed by qualified LOR representative. Applicable testing by LOR. See IR 17-10 for unidentified reinforcing steel. |
| <input checked="" type="checkbox"/> | b. Producer's certificate of compliance for masonry units, mortar and grout materials. | Test | LOR | 1705A.4, 2103A.2, 2103A.3, 2103A.5; TMS 602-16 Articles 1.5B.2 2.1, 2.2, 2.6A and 2.6B, and Table 6 footnote 3. |
| <input checked="" type="checkbox"/> | c. Test masonry (f'm). | Test | LOR | 1705A.4. For Unit Strength: 2105A.3; 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. |
| <input checked="" type="checkbox"/> | d. Verify proportions or properties of site-prepared, premixed or preblended mortar. | Periodic | SI | TMS 602-16, Table 3 (row 5), Table 4 Item 1a. DSA PR 20-01. |
| <input checked="" type="checkbox"/> | e. Verify proportions or properties of site-prepared, premixed or preblended grout. | Periodic | SI | TMS 602-16, Table 3 (row 5), Table 4 Item 2d. |
| <input checked="" type="checkbox"/> | f. 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 IR 17-13. (See Appendix (end of this form) for exemptions.) |
| <input checked="" type="checkbox"/> | g. Test core-drilled samples. | Test | LOR | 2105A.4. (See Appendix (end of this form) for exemptions.) |
| <input type="checkbox"/> | h. Inspect preparation of prisms. | Continuous | SI | TMS 602-16 Articles 1.4.B.3 & 1.4.B.4 & Table 4 Item 4. |
| <input checked="" type="checkbox"/> | i. Verify size, location and condition of all dowels, construction supporting masonry, etc. | Periodic | SI | |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (MASONRY), 2022 CBC

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

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| | Test or Special Inspection | Type | Performed By | Code References and Notes |
|-------------------------------------|--|--|--------------|--|
| <input checked="" type="checkbox"/> | j. Verify size, grade and type of reinforcement, connectors, and anchor bolts. Verify size and location of structural members. | Periodic | SI | TMS 602-16 Table 4, Items 1c & 3c. |
| <input checked="" type="checkbox"/> | k. Inspect placement of reinforcement, anchor bolts, and connectors. | Continuous | SI | TMS 602-16 Table 4 Item 2c. |
| <input checked="" type="checkbox"/> | l. Placement, consolidation, and reconsolidation of grout. | Continuous | SI | TMS 602-16 Table 4 Item 3h. |
| <input checked="" type="checkbox"/> | m. Inspect placement of masonry units and construction of mortar joints. | Periodic | SI | TMS 602-16 Table 4 Item 3b. |
| <input checked="" type="checkbox"/> | n. 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. |
| <input checked="" type="checkbox"/> | o. Inspect type, size and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction. | Continuous | SI | TMS 602-16 Table 4 Item 3d. |
| <input checked="" type="checkbox"/> | p. Inspect grout space, including mortar protrusions, prior to placement of grout. | Continuous | SI | TMS 602-16 Table 4 Item 2a. |
| <input checked="" type="checkbox"/> | q. Welding of reinforcing steel. | TMS 602-16 Table 4 Item 3e. Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below. | | |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (MASONRY), 2022 CBC

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

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| M2. VENEER OR GLASS BLOCK PARTITIONS: | | | | |
|--|---|-----------------|---------------------|--|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. Verify proportions of siteprepared mortar and grout and/or verify certification of premixed mortar. | Periodic | SI | TMS 602-16 Table 3 (row 5) and Table 4 Items 1a & 2d. |
| <input type="checkbox"/> | b. Inspect placement of units and construction of mortar joints. | Periodic | SI | TMS 602-16 Table 4 Item 3b. |
| <input type="checkbox"/> | c. Inspect placement of wire, connectors and anchors | Periodic | SI | TMS 602-16 Table 4 Item 2c. |
| <input type="checkbox"/> | d. Inspect type, size and location of anchors and all other items to be embedded in masonry veneer including details of anchorage of masonry to veneer backing, frames and other construction. | Periodic | SI | TMS 602-16 Table 4 Item 3d. |
| <input type="checkbox"/> | 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. |
| <input type="checkbox"/> | f. Test adhered 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). |

| M3. POST-INSTALLED ANCHORS IN MASONRY: | | | | |
|---|--|------------------|---------------------|--|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Inspect installation of post-installed 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 (end of this form) for exemptions.) |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (MASONRY), 2022 CBC

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

Application Number:

04-122696

School Name:

Mojave River Academy

School District:

Oro Grande School District

DSA File Number:

36-47

Increment Number:

2

Date Created:

2023-09-07 07:04:27

| | Test or Special Inspection | Type | Performed By | Code References and Notes |
|-------------------------------------|---------------------------------|------|--------------|---|
| <input checked="" type="checkbox"/> | b. Test post-installed anchors. | Test | LOR | 1705A.4, 1910A.5. (See Appendix (end of this form) for exemptions.) |

| | M4. OTHER MASONRY: | | | |
|--------------------------|----------------------------|------|--------------|---------------------------|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. | | | |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| S/A1. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES | | | | |
|---|---|----------|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | 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 S100-20 Section A3.1 & A3.2, AISI S240-20 Section A3 & A5, AISI S220-20 Sections A4 & A6. * By special inspector or qualified technician when performed off-site. |
| <input checked="" type="checkbox"/> | b. Test unidentified materials | Test | LOR | 2202A.1. |
| <input type="checkbox"/> | c. Examine seam welds of HSS shapes | Periodic | SI | DSA IR 17-3. |
| <input checked="" type="checkbox"/> | d. Verify and document steel fabrication per DSA-approved construction documents. | Periodic | SI | Not applicable to cold-formed steel light-frame construction, except for trusses (1705A.2.4). |
| <input type="checkbox"/> | e. Buckling restrained braces. | Test | LOR | Testing and special inspections in accordance with IR 22-4. |

| S/A2. HIGH-STRENGTH BOLTS: | | | | |
|-------------------------------------|--|----------|--------------|--|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents. | Periodic | SI | Table 1705A.2.1 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. |
| <input checked="" type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | 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. |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| S/A3. WELDING: | | | | |
|-------------------------------------|--|----------|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS. | Periodic | SI | 1705A.2.5, Table 1705A.2.1 Items 4 & 5; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.2 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3. |
| <input checked="" type="checkbox"/> | b. Verify weld filler material manufacturer's certificate of compliance. | Periodic | SI | DSA IR 17-3. |
| <input checked="" type="checkbox"/> | c. Verify WPS, welder qualifications and equipment. | Periodic | SI | DSA IR 17-3. |

| S/A4. SHOP WELDING (IN ADDITION TO SECTION S/A3): | | | | |
|---|--|------------|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds. | Continuous | SI | Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3. |
| <input checked="" type="checkbox"/> | b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds. | Periodic | SI | 1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3. |
| <input checked="" type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | 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. |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMNINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| | Test or Special Inspection | Type | Performed By | Code References and Notes |
|-------------------------------------|--|------------|--------------|---|
| | S/A5. FIELD WELDING (IN ADDITION TO SECTION S/A3): | | | |
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds. | Continuous | SI | Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3. |
| <input checked="" type="checkbox"/> | b. Inspect single-pass fillet welds ≤ 5/16". | Periodic | SI | Table 1705A.2.1 Item 5a.5; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3. |
| <input checked="" type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | 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 S240-20 Chapter D shall also apply. * May be performed by the project inspector when specifically approved by DSA. |
| <input checked="" type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> | 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. |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMNINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

Application Number:

04-122696

School Name:

Mojave River Academy

School District:

Oro Grande School District

DSA File Number:

36-47

Increment Number:

2

Date Created:

2023-09-07 07:04:27

| | Test or Special Inspection | Type | Performed By | Code References and Notes |
|-------------------------------------|--------------------------------------|------|--------------|---|
| | S/A6. NONDESTRUCTIVE TESTING: | | | |
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Ultrasonic | Test | LOR | 1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2. |
| <input checked="" type="checkbox"/> | b. Magnetic Particle | Test | LOR | 1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2. |
| <input type="checkbox"/> | c. | Test | LOR | |

| | S/A7. STEEL JOISTS AND TRUSSES: | | | |
|--------------------------|--|------------|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist. | Continuous | SI | 1705A.2.3, Table 1705A.2.3; AWS D1.1; DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses. |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMNINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| | Test or Special Inspection | Type | Performed By | Code References and Notes |
|-------------------------------------|---|----------|--------------|---|
| | S/A8. SPRAYED FIRE-RESISTANT MATERIALS: | | | |
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | a. Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents. | Periodic | SI | 1705A.15, 1705A.1, 1705A.2, 1705A.3, 1705A.4. |
| <input checked="" type="checkbox"/> | b. Test density. | Test | LOR | 1705A.15.1, 1705A.15.5, ASTM E736 |
| <input checked="" type="checkbox"/> | c. Bond strength adhesion/cohesion. | Test | LOR | 1705A.15.1, 1705A.15.4, ASTM E605 |

| | S/A9. ANCHOR BOLTS AND ANCHOR RODS: | | | |
|-------------------------------------|--|------|--------------|---|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input checked="" type="checkbox"/> | 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. |
| <input type="checkbox"/> | 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. |

| | S/A10. STORAGE RACK SYSTEMS: | | | |
|--------------------------|---|----------|--------------|-----------------------------|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. Materials used, to verify compliance with one or more of the material test reports in accordance with the approved construction documents. | Periodic | SI | Table 1705A.13.7 |
| <input type="checkbox"/> | b. Fabricated storage rack elements. | Periodic | SI | 1704A.2.5; Table 1705A.13.7 |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMNINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| | Test or Special Inspection | Type | Performed By | Code References and Notes |
|--------------------------|---|----------|--------------|--|
| <input type="checkbox"/> | c. Storage rack anchorage installation. | Periodic | SI | ANSI/MH16.1 Section 7.3.2; Table 1705A.13.7 |
| <input type="checkbox"/> | d. Completed storage rack system to indicate compliance with the approved construction documents. | Periodic | SI* | Table 1705A.13.7; * May be preformed by the project inspector when specifically approved by DSA. |

| | S/A11. Other Steel | | | |
|--------------------------|----------------------------|------|--------------|---------------------------|
| | Test or Special Inspection | Type | Performed By | Code References and Notes |
| <input type="checkbox"/> | a. | | | |

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

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

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 be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

| | |
|--------------------------|--|
| | SOILS: |
| <input type="checkbox"/> | 1. Deep foundations acting as a cantilever footing with a design based on minimum allowable pressures per CBC Table 1806A.2 and without a geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade. |
| <input type="checkbox"/> | 2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill. |

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

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

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| | |
|--------------------------|--|
| | CONCRETE/MASONRY: |
| <input type="checkbox"/> | 5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section. |

| | |
|--------------------------|---|
| | WELDING: |
| <input type="checkbox"/> | 1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof. |
| <input type="checkbox"/> | 2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush. |
| <input type="checkbox"/> | 3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud. |
| <input type="checkbox"/> | 4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above). |
| <input type="checkbox"/> | 5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above). |
| <input type="checkbox"/> | 6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category of listing above). |
| <input type="checkbox"/> | 7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems. |

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2022 CBC

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

| | |
|--|-------|
| Name of Architect or Engineer in general responsible charge: | |
| | |
| Name of Structural Engineer (When structural design has been delegated): | |
| | |
| Signature of Architect or Structural Engineer: | Date: |
| | |

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

| |
|------------------|
| DSA STAMP |
| |

DSA 103-22: LIST OF REQUIRED VERIFIED REPORTS, CBC 2022

| | | |
|---|---|---|
| Application Number: 04-122696 | School Name: Mojave River Academy | School District: Oro Grande School District |
| DSA File Number: 36-47 | Increment Number: 2 | Date Created: 2023-09-07 07:04:27 |

1. Soils Testing and Inspection: Geotechnical Verified Report Form DSA 293

2. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291

3. Concrete Batch Plant Inspection: Laboratory Verified Report Form DSA 291

4. Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

5. 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. Sprayed Fire-Resistive Material Application Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292