



REQUEST FOR QUALIFICATIONS FOR DSA INSPECTION SERVICES (CLASS 1, 2, 3)

RFQ #26-10FAC

SOQ Submission Deadline

November 20, 2025; 4:00PM

Submit to:

**COLTON JOINT UNIFIED SCHOOL DISTRICT
Facilities and Energy Management
Attn: Owen Chang, Director
325 Hermosa Avenue, Building 5
Colton, CA 92324**

Issuance Date: October 10, 2025

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1.0 PURPOSE OF THE RFQ

The Colton Joint Unified School District (“District”) is seeking Statement of Qualifications (“SOQ”) from qualified persons, firms, or organizations (“Firm”) in response to this Request for Qualifications (“RFQ”) for **Division of the State Architect (DSA) Inspection Services** related to the implementation of capital improvement projects primarily funded by Measure BB and Measure G bonds.

This RFQ is a solicitation to identify the most qualified inspection firms and/or individual inspectors who, over the course of construction phases of project delivery, will assist the District by providing DSA-required construction inspection services on an as-needed basis. This is not a formal request for proposal, but rather an effort by the District to establish a pool of qualified inspectors/firms under contract agreements for a period of three (3) years; with an option for two (2) additional twelve (12) month or one (1) year extensions for a total of five (5) years.

The District intends to choose multiple Firms/Inspectors to include in its pool of qualified providers of inspection services. Inclusion in the pool does not guarantee work; however, given the anticipated project volume, the District expects to rely on multiple inspectors to perform services across the District.

Each Firm responding to this RFQ must demonstrate its ability to provide **DSA-certified Class 1, 2, or 3 Inspectors of Record (IORs)** capable of performing inspection services in accordance with Title 24, the California Education Code, and DSA guidelines. If your Firm is interested in providing such services, please submit a detailed SOQ Response in accordance with this RFQ.

2.0 BACKGROUND OF DISTRICT

The Colton Joint Unified School District (“District”) is a K-12 public school district with twenty-eight (28) + campuses covering over 48 square mile area within Southern California, containing neighborhoods in the cities of Fontana, Bloomington, Colton, Grand Terrace, San Bernardino, Rialto, and Riverside. The District has over two (2) million square feet of building area comprised of one (1) preschool, eighteen (18) elementary schools, four (4) middle schools, three (3) comprehensive high schools, one (1) alternative high school, one (1) continuation high schools, one (1) adult education school, one (1) main district office, and three (3) satellite district support services sites.

MEASURE BB - \$225M; BOND SALE (SERIES 1) - \$150M; MEASURE G - \$44M

In November 2024, the District community passed a General Obligation Bond, **Measure BB** for \$225M; and on July 17, 2025, the Board approved an initial Bond Sale (Series 1) of up to \$150M; this is in addition to the **Measure G** which passed in 2008 for \$225 million, of which \$44M (last bond sale) remains to be issued. To mitigate the erosive effects of escalation, the Board approved **forty-seven (47) ‘highest priority projects’** to move into the implementation phase of project delivery - derived and recommended following extensive stakeholder engagements, quantitative analysis, and a weighted scoring system in alignment with the District’s Facilities goals.

The District has contracted with a number of architectural firms to provide architectural services for various District projects. Projects will be delivered using various project delivery methods, depending on the Type, Category of projects. The forty-seven (47) approved projects are scheduled to be implemented over the course of the ensuing thirty-six (36) months.



3.0 SCOPE OF DSA INSPECTOR OF RECORD SERVICES

The selected firms and/or individual inspectors must be prepared to provide **comprehensive DSA Inspection Services**, including but not limited to the following (Refer to **APPENDIX C – SAMPLE AGREEMENT**):

The DSA Inspectors (Class 1, 2, and 3) shall provide the District with inspection services in accordance with Title 24 of the California Code of Regulations (CCR). The specific services of the Consultant will vary from one “Assignment of Project” to another and will be specifically defined for each individual project. However, the tasks may include some or all of the services described hereunder.

The inspection services shall consist of all on-site inspection services of the project and all inspection-related activities relating thereto, including, but not limited to, the services set forth below:

A. AGENT OF THE DISTRICT

The Inspector of Record (IOR) shall act as an agent for the District at the project. They shall ensure compliance with code, plans, specifications, and quality control required of a public works facility. Corrections shall be issued, and the District and/or Program, Construction Manager (if applicable) shall be notified in writing if work does not conform to contract documents.

B. SPECIAL INSPECTIONS

The IOR shall, if directed by the District or the Architect, perform Special Inspections or oversee Special Inspections by specialty-approved inspectors. Special Inspections may be performed by the IOR if the IOR has been specially approved for such purposes. Where other special inspectors are required to comply with DSA or California Building Code requirements, the IOR shall manage coordination, scheduling, and timely reporting of results to the District, the Program or Construction Manager (if applicable), the Architect, and the DSA if required.

The District may also require Special Inspection for any shop fabrication procedures that preclude complete inspection of the work after assembly. Special Inspection at the job site may also be required in addition to those already listed if deemed necessary because of the special use of the materials or methods of construction.

C. ACCEPTED INDUSTRY PRACTICES, COMPLIANCE WITH ALL LAWS

The IOR shall follow accepted industry practices and comply with all federal, state, and local laws and ordinances applicable to the work.

D. TITLE 24 CALIFORNIA CODE OF REGULATIONS, DISTRICT STANDARDS, DIVISION OF THE STATE ARCHITECT

The IOR shall ensure that the Contractor’s installation of work complies with Title 24 of the California Code of Regulations, District standards, and requirements of Public Agencies providing jurisdiction. Verifications shall include, but not be limited to, welding connections,



electrical connections, and materials utilized in conformance with construction documents. The inspection shall follow DSA inspection rules and regulations.

E. CONTINUOUS INSPECTION OF SINGLE OR MULTIPLE PROJECTS

The IOR shall perform continuous inspection of the project during all stages of construction. Such inspection shall be based on personal knowledge of the work and shall ensure that the approved plans and specifications are fully executed. Continuous inspection means complete inspection of every part of the work.

Work such as concrete or brick that can only be inspected as it is placed shall require the constant presence of the IOR. Other types of work that can be completely inspected after installation may proceed while the IOR is not present. In no case shall the IOR assume duties that prevent continuous inspection.

F. INSPECTOR'S FAMILIARITY WITH PROJECT AGREEMENTS

The IOR shall become sufficiently acquainted with the PROJECT and the agreements between the District, Architect, Program and/or Construction Manager (if applicable), and Contractor, to allow for effective and productive coordination among all parties and with government inspectors.

G. JOB SITE MEETINGS

The IOR shall, as directed by the District, or Program and/or Construction Manager (if applicable), attend meetings held at the project site, District Facilities, or another location designated by the District. These may include billing meetings, specification reviews, coordination sessions, and progress meetings.

H. INSPECTOR'S RELATIONSHIP WITH ARCHITECT

The IOR shall consult with and work under the general direction of the Architect during the construction and installation phase of the project. Prior to commencement of work, the IOR shall cooperate with the Architect, and the District, Program and/or Construction Manager (if applicable) to develop an Inspection Plan. The IOR shall obtain additional details from the Architect when required, assist in reviewing Contractor submittals, and review plans and specifications.

Any inconsistencies or errors noted by the IOR shall be reported immediately in writing to the Architect, with copies to the District, Program and/or Construction Manager (if applicable). The IOR shall not construe Architect instructions as authorization to perform work not in conformity with approved plans, specifications, and change orders. Any deviations caused by Architect interpretations shall be referred to the Architect for proper issuance of change orders.

I. INSPECTOR'S RELATIONSHIP WITH CONTRACTOR

The IOR shall maintain liaison with the Contractor and subcontractors through the Contractor's representative. Suggestions and recommendations made by the Contractor shall be considered and reported verbally and in writing to the Contractor, Program and/or



Construction Manager (if applicable), Architect, and District, with recommendations as appropriate.

J. GOVERNMENTAL AGENCIES HAVING JURISDICTION

If governmental inspectors visit the project site, the IOR shall accompany them and record the results of such inspections in writing, reporting to the Program and/or Construction Manager (if applicable), Architect, and District. The IOR shall also notify governmental agencies and inspectors when work is started; at least 48 hours before foundation trenches are complete; when footing forms are ready; at least 48 hours before the first concrete pour; and whenever work is suspended for more than two weeks.

K. INSPECTOR'S JOB FILES

The IOR shall maintain orderly job files at the project site, including correspondence, reports of site conferences, meeting minutes, shop drawings, and reproductions of the original Construction Contract with all addenda, change orders, and supplementary documents. A file of approved plans and specifications, including addenda and change orders, shall be maintained on site at all times. Unapproved documents shall be returned to the Architect for proper action. All codes and documents referenced in the plans and specifications shall be available at the job site.

L. INSPECTOR'S DAILY RECORDS

The IOR shall maintain thorough, complete, and orderly daily reports and job files, recording hours on site, weather conditions, construction procedures and deviations, equipment and manpower utilized, materials delivered and inspected, daily activities, instructions given, test results, and conditions affecting budget or schedule. Reports shall be submitted electronically (pdf) via email to the Architect, Program and/or Construction Manager (if applicable), and District no later than the following day. Hard copies shall be made available upon request. Failure to provide reports may constitute a material breach of contract and grounds for termination.

M. INSPECTOR'S VERIFIED AND SEMI-MONTHLY REPORTS

The IOR shall submit all reports required by Title 24 CCR to the District, including verified reports within five days of each reporting period and semi-monthly reports within two days of each reporting period. Reports shall include descriptions of work in progress, meeting notes, official visitors, approved submittals and change orders, notices of non-compliance, potential delays, manpower counts, and weather impacts. Photo documentation shall also be provided monthly to the District.

N. INSPECTOR'S RECORDS OF CONSTRUCTION PROCEDURES

The IOR shall maintain all inspection records until the completion of work. Records shall include details of concrete-pouring operations, welding operations, pile-driving operations, and other required construction procedures. These records shall become part of the permanent District records.



O. TESTS

The IOR shall advise the Architect, Program and/or Construction Manager (if applicable), and District in advance of all scheduled tests, assist in scheduling, observe, and record test procedures and results.

P. CERTIFICATION DOCUMENTATION

The IOR shall ensure that all certification documentation required for the project is received in a timely manner by the Program and/or Construction Manager (if applicable) and the District.

Q. CONTRACTOR'S DEVIATIONS IN THE WORK

Whenever the IOR observes that the Contractor is performing work in deviation from approved plans or specifications, or in violation of codes, the IOR shall immediately direct the Contractor in writing to cease nonconforming work and notify the Architect, Program and/or Construction Manager (if applicable), and District. A written record of such deviations shall be delivered to the District within 24 hours.

R. DEFECTIVE WORK

If the IOR determines that any portion of the project is defective, the IOR shall immediately report it to the Architect, Program and/or Construction Manager (if applicable), and District. Verbal reports must be confirmed in writing within one calendar day.

S. FAILURE TO NOTIFY

Failure by the IOR to notify the Architect, Program and/or Construction Manager (if applicable), and District of noncompliant work shall constitute a material breach of contract and may be cause for termination.

T. CONSTRUCTION SCHEDULE, POTENTIAL DELAYS IN SUBSTANTIAL COMPLETION

The IOR shall remain alert to conditions that may cause delay in substantial completion of the project and shall report such conditions immediately, confirming in writing within one calendar day.

U. REVIEW OF CONTRACTOR PAYMENT REQUESTS

The IOR shall review the Contractor's pay requests prior to certification by the Architect and Contractor and shall indicate whether claimed amounts are correct. Approval shall be shown by the IOR's signature.

V. CONSTRUCTION AT EXISTING FACILITIES

Where existing facilities must remain operational during the project, the IOR shall act as liaison to minimize disruption to District operations.



W. EARLY OCCUPANCY OF FACILITY

If the District occupies the project or any portion thereof prior to substantial completion, the IOR shall assist in developing a list of incomplete items and documenting conditions of areas occupied.

X. AS-BUILT DRAWINGS

The IOR shall review and verify the adequacy and accuracy of As-Built drawings prepared by the Contractors, ensuring they are updated monthly before payment requests are processed.

Y. PUNCHLIST ITEMS

The IOR shall assist in preparing punch lists after substantial completion and verify that all punch list items are corrected in accordance with plans and specifications.

Z. CLOSE-OUT WITH DSA AND OTHER GOVERNMENTAL AGENCIES

The IOR shall be responsible for gathering information and processing all forms required by governing authorities, including OPSC and DSA, to ensure proper project closeout and DSA certification.

IMPORTANT NOTE: The IOR shall be responsible for providing vehicle, special equipment, computer, printer, clerical support, and other supplies necessary to perform services under this scope.

4.0 PROJECT TYPES

Below is a list of the types of projects and provided in **APPENDIX A - MEASURE BB (BOND SALE 1) APPROVED PROJECTS** is a detailed list by Type, and School site.

- New Classroom Buildings
- Library Renovations
- Auditorium Renovations
- Band/Music Renovations
- Restroom Renovations
- New Public Address Systems
- Secured Entrances to Administrative Offices
- Stadium Lighting, Turf Replacements
- Window Replacements
- Bus Drop Offs and Parking Additions
- Shade Shelters
- New Playground Equipment & Rubberized Sites

5.0 FINGERPRINTING REQUIREMENTS

In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq., all DSA Inspectors must comply with the subject education code.



6.0 STATEMENT OF QUALIFICATIONS – SUBMISSION REQUIREMENTS

Each SOQ Response shall comprise the following sections consisting of the information requested below:

1. **Cover Letter** – Introduction of firm/individual inspector(s); DSA certification numbers; contact information; office location(s) (Maximum – 2 pages)
2. **Firm (Individual) Background, Availability, Capacity** – Years of inspection experience; Class (1, 2, 3) certifications. Provide Firm (or individual) information as to the capacity of your firm (individual) to provide DSA Inspector(s) (Class 1, 2, 3) at either one, or multiple sites over the course of a 3 year period.
3. **Key Personnel Resumes** – Resumes and DSA cards of inspectors; summary list of K-12/Community College project experience and specific inspector assigned full-time, part time.
4. **Relevant Project Experience** – Each Inspector presented in the response must have a minimum of eight (8) DSA-inspected projects within the past five (5) years; please identify the eight (8) projects by Inspector; construction dollar value, and DSA closeout status.
5. **Inspection Approach and Methodology** – a) Describe approach to the delivery of inspection services – maintenance of daily logs, review of drawings and technical specifications; identifications & remedies to non-compliances; communications with District staff and retained consultant staff (e.g. Architects, Special Inspection and Materials Testing Laboratories; Environmental Consulting (Survey, Air Monitoring); Construction Managers, Program Manager (if applicable). b) Explain how you work with the Contractor during the course of construction, and with the Architect, and Engineering teams; describe your proactive approach to minimize construction schedule delays; describe your proactive approach to avoid or mitigate schedule impacts caused by non-compliant work being installed.
6. **Quality Assurance/Quality Control (QA/QC)** – Describe your firm's (or individual) level of engagement that ensures what is being constructed is per drawings and specifications, but is also consistent with industry standards as to quality 'workmanship', 'craftmanship', 'systems functionality', and 'aesthetic finishes'.
7. **References – School District (or Community College)** – Identify a minimum of three (3) project references – [Name, Job Title, District, Current Email Address; Current Phone No.] – by submission, you grant the District permission to contact each reference.
8. **Litigation/Claim History** – If any responding inspector, or inspector affiliated with your firm has been subject to any 'inspection related claim', please provide a brief summary of each such claim, and the outcome of each claim (if applicable), or state 'None-N/A'.
9. **Conflict of Interest Disclosure** – Respondent shall certify that no official or employee of CJUSD, nor any business entity in which an official of CJUSD has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any person will be employed in the performance of any contract without immediate



divulgence of this fact to CJUSD. Please sign and submit **APPENDIX B – CONFLICT OF INTEREST DISCLOSURE FORM** with your SOQ.

10. **Exceptions to any Contract Agreement Terms** (APPENDIX C – SAMPLE AGREEMENT and provide any proposed exceptions to those agreements in your SOQ. Should no exceptions or proposed changes be divulged in your SOQ, Respondent agrees to execute the contract agreement as is without any changes.

In a separate envelope, clearly labelled “**SOQ 26-10FAC- Item 11. Proposed Billing Rate Information [enter Firm or Individual Name here] – Do Not Open Until After Qualifications Ranking**”

11. **Proposed Billing Rate Information** (Provide in a SEPARATE – SEALED ENVELOPE) – Hourly Billing Rates are being requested for information purposes only and will not be a part of the evaluation or scoring to establish a ranking of firms (or respondents). A) Provide the hourly billing rates (M, T, W, Th, F, Sa, Su) for all proposed job classifications (e.g. Class 1, 2, 3), and any others that may become necessary due to additional services. Proposed Hourly Billing Rates should be inclusive of direct and indirect costs, and inclusive of travel, overhead, insurance and profit. The identified Proposed Rates are assumed to remain in effect for twelve (12) months following the date of submission of the SOQ. Note: Billing Rates subject to negotiation prior to contract execution.

7.0 ADDENDUMS

Firms are advised that the District reserves the right to amend this RFQ at any time. Addendums will be issued formally and each respondent will be required to confirm receipt of each Addendum within their SOQ submission. Addendums will also be posted on the District’s website at <https://cjusd.net/departments-services/home/purchasing>

8.0 INSURANCE REQUIREMENTS

The Insurance Requirements are found in the SAMPLE contract agreement – Refer to **APPENDIX C – SAMPLE AGREEMENT**, Article (D) on Page 9.

The successful respondent shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District upon request, prior to issuance of Notice to Proceed. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days’ written notice to District prior to modification and/or cancellation. Consultant shall not allow any employee or agent to commence work on any contract or any subcontract until the insurance required has been obtained.

9.0 EVALUATION, QUALIFICATIONS-BASED SELECTION

In accordance with the California Public Contract Code Sections 4526–4529.5, the selection of firms to provide professional services, including DSA Inspection Services, shall be based solely on demonstrated competence and professional qualifications necessary for the satisfactory performance of the required services.

The District will not consider, evaluate, or assign points to hourly billing rates or any other cost proposal during the qualifications-based scoring, and ranking process to establish the pool of



qualified DSA inspection firms (or individual inspectors). Firms (or respondents) will be evaluated and ranked exclusively on their qualifications, experience, technical expertise, and demonstrated ability to perform the required services.

Following the identification of the most qualified firms (or respondents) based on the scoring and ranking of the SOQ (1. Thru 10), the District will make a recommendation to the Board, thereby, creating a pool of qualified DSA Inspection firms (or individual DSA Inspectors) to perform inspection services in the implementation of Measure BB and Measure G projects for the upcoming three (3) years, with the option of extending each agreement by a total of two (2) – twelve (12) month time extensions, exercised annually after three (3) years for a total not to exceed five (5) years.

Below you will find the Evaluation Criteria and Maximum Points by SOQ section.

EVALUATION CATEGORY	EVALUATION CRITERIA DESCRIPTION	MAXIMUM POINTS
1. Cover Letter	Introduction of Firm (Individual or Individuals); credentials; contact information	15
2. Firm (Individual) Background, Availability, Capacity	Demonstrated experience providing DSA Inspection Services for K-12 or community college facilities; history of successful project completions including project close-outs, adherence to schedule and budget, and quality of service.	25
3. Key Personnel Resumes	Completeness of resumes, certifications; depicting education inspection experience by specific project - serving in capacities as Class 1,2 or 3 Inspectors of Record (IORs); familiarity with Title 24, DSA procedures, and public school construction.	25
4. Relevant Project Experience	Evidence of a minimum of eight (8) DSA-inspected projects per Inspector within the past five (5) years, construction dollar value, and DSA closeout status.	20
5. Inspection Approach and Methodology	Evidence your firm (or inspector) manages inspection activities, understands the documentation requirements, reporting, communication with DSA, the District, and coordination with project stakeholders.	20
6. Quality Assurance/Quality Control (QA/QC)	Evidence of Firm's (or individual respondent) commitment to QA/QC policies and/or practices, internal review procedures, and consistency in maintaining code compliance and construction integrity.	15
7. References	Evidence of favorable references from school districts, or community college; District's ability to contact and verifying satisfactory performance on similar projects.	15
8. Litigation/Claim History	Litigation/Claim History – lack of existence of claims or litigation and outcomes	15
9. Conflict of Interest (Form)	Disclosure of Conflict of Interest (signed) – Form Submitted	Yes, No
	MAXIMUM POSSIBLE POINTS	150
10. Exceptions	Identify any contract terms, language you take exceptions to within your SOQ response.	N/A



Shortlisted Inspection Services firms or shortlisted DSA Inspectors may be invited to interview with District and Program Management staff during the week of December 3 – December 5, 2025 (or alternate date if schedules dictate). In lieu of an actual interview at this time, a pool of qualified DSA Inspection firms or individual DSA Inspectors may be presented to the Board for approval. As the need for DSA Inspectors increases, the District reserves the right to conduct interviews at a later date prior to issuance of contracts.

Process: Overall responsiveness and representations made within the SOQ, as well as your firm's ability to connect with the CJUSD team are important factors in the overall evaluation process. CJUSD will select firms that have the highest suitability for the work with CJUSD and the overall desirable approach. CJUSD may choose to interview multiple candidates in order to be in a position to identify and select the best candidates possible for the District.

Award: CJUSD reserves the right to reject any and all proposals; to waive any informality in the proposal process; and to accept any proposal that appears to be in its best interest. Staff will make recommendations to the Board of Education to create a pool of qualified Inspectors of Record firms that will be utilized for future projects. The Board of Education will vote to approve the recommended list at the identified Board meeting in December 2025.

10.0 PROCUREMENT SCHEDULE

The District anticipates that the following activities relating to the RFQ will be completed at the times noted on the next page.

PROCUREMENT ACTIVITY	MILESTONE DATES
Release of RFQ	Friday, October 10, 2025
RFQ Questions Deadline	Thursday, October 30, 2025
Response to Questions – Addendum issuance	Tuesday, November 4, 2025
SOQ Response Deadline	4:00PM (PDT); Thursday, November 20, 2025
Evaluation of SOQs; Most Qualified (based on submission)	Week of Nov. 24 – 26, 2025
Firm or Individual Interview(s) (if deemed necessary)	Week of Dec. 3 – 5, 2025
Board Recommendation – Pool of Qualified DSA Inspectors	December 18, 2025 – Board Meeting
Contract Issuance(s) – Prequalified Firms	January 7, 2026

11.0 QUESTIONS & SUBMITTAL DEADLINE

QUESTIONS DEADLINE: THURSDAY, OCTOBER 30, 2025; 4:00PM (PDT)

Questions to be submitted electronically via email to the following:



Colton Joint Unified School District

Frank Miranda, Ed.D., Superintendent

Gregory Fromm, Assistant Superintendent, Business Services Division

Owen Chang, Director of Facilities and Energy Management

Mr. Owen Chang, Director
Facilities and Energy Management
Colton Joint Unified School District
325 Hermosa Avenue; Building 5
Colton, California 92324
Email: facilities@cjusd.net cc : rduncan@eci-team.com

Reference: Question – re: RFQ No. 26-10FAC - RFQ - DSA Inspection Services

12.0 SOQ SUBMISSION DEADLINE

SOQ DEADLINE: THURSDAY, NOVEMBER 20, 2025; 4:00PM (PST)

SOQs to be submitted electronically via email with two (2) pdf. attachments as follows:

- 1) One (1) pdf file – entitled SOQ 26-10FAC – Items 1 Thru 10 - [enter Firm or individual name]; and;
- 2) One (1) pdf – entitled SOQ 26-10FAC - Item 11 - [enter Firm or individual name here]

DISTRICT CONFIRMATION OF RECEIPT: Each respondent will receive a 'REPLY' email confirming receipt of the SOQ documents.

Mr. Owen Chang, Director
Facilities and Energy Management
Colton Joint Unified School District
325 Hermosa Avenue; Building 5
Colton, California 92324
Email: facilities@cjusd.net cc : rduncan@eci-team.com

Reference: Statement of Qualifications – DSA Inspection Services
RFQ No. 26-10FAC; Deadline: 4:00PM (PST), November 20, 2025.

END OF SOQ



APPENDIX A – MEASURE BB (BOND SALE 1) – APPROVED PROJECTS



APPENDIX A - MEASURE BB (BOND SALE 1) - APPROVED PROJECTS



MEASURE BB (BOND SALE 1) - APPROVED PROJECTS

COLTON JOINT UNIFIED SCHOOL DISTRICT

FACILITIES AND ENERGY MANAGEMENT

JULY 17, 2025

PROJECT NO.	SCHOOL	PROJECT	PRELIMINARY BUDGETS (APPROVED)
1	ALICE BIRNEY ES	FOUR (4) NEW CLASSROOM BLDGS (5TH DLI; 6TH DLI – MODULAR)	\$ 8,500,000
2	ALICE BIRNEY ES	SIX (6) NEW CLASSROOM BLDGS (TK-QTY 2; K-QTY 2 – MODULAR)	\$ 13,300,000
3	CRESTMORE ES	NEW RESTROOMS (PRINCIPAL'S PRIORITY #1)	\$ 1,000,000
4	GRAND TERRACE ES	2 NEW CLASSROOM BLDGS. (DUAL LANGUAGE IMMERSION - GROWTH)	\$ 800,000
5	GRAND TERRACE ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
6	GRAND TERRACE ES	SHADE SHELTER FOR COLD LUNCH AREA	\$ 350,000
7	GRAND TERRACE ES	SECURED FRONT ENTRY	\$ 200,000
8	ULYSSES GRANT ES	SECURED ENTRANCE TO FRONT OFFICE (PRINCIPAL'S PRIORITY #1)	\$ 200,000
9	ULYSSES GRANT ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
10	RUTH GRIMES ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
11	JURUPA VISTA ES	SHADE SHELTER (PRINCIPAL'S PRIORITY #1)	\$ 750,000
12	MARY B LEWIS ES	FIVE (5) NEW CLASSROOMS – REPLACEMENT OF 5 LEASED	\$ 8,600,000
13	MARY B LEWIS ES	STAFF OFFICE EXPANSION (WORKROOM)	\$ 800,000
14	MARY B LEWIS ES	IMPROVE DROP OFF AREA / PARKING (PRINCIPAL'S PRIORITY #4)	\$ 1,000,000
15	ABRAHAM LINCOLN ES	SECURED ENTRANCE TO FRONT OFFICE (PRINCIPAL'S PRIORITY #1)	\$ 200,000
16	ABRAHAM LINCOLN ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
17	WILLIAM MCKINLEY ES	BUS DROP OFF AREA; ACCESS RAMP TO LOWER FIELD (#1)	\$ 2,100,000
18	WILLIAM MCKINLEY ES	NEW PLAYGROUND EQUIPMENT	\$ 350,000
19	RECHE CANYON ES	SHADE SHELTER FOR LUNCH AREA (PRINCIPAL'S PRIORITY #1)	\$ 750,000
20	PAUL ROGERS ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
21	PAUL ROGERS ES	ELEVEN (11) NEW CLASSROOMS – REPLACE OF 11 LEASED	\$ 15,700,000
22	PAUL ROGERS ES	ADDITIONAL PARKING	\$ 1,500,000
23	GERALD A SMITH ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
24	GERALD A SMITH ES	SIX (6) NEW CLASSROOM BLDGS.	\$ 9,800,000
25	GERALD A SMITH ES	NEW PLAYGROUND EQUIPMENT & AREA (PRIMARY)	\$ 490,000
26	TERRACE VIEW ES	TWO (2) TK CLASSROOM BUILDING	\$ 2,000,000
27	WOODROW WILSON ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
28	WOODROW WILSON ES	NEW PLAYGROUND EQUIPMENT & AREA W/ SWINGS	\$ 450,000
29	WOODROW WILSON ES	BUS DROP OFF AREA (PRINCIPAL'S PRIORITY #3)	\$ 2,500,000
30	WALTER ZIMMERMAN ES	RESTROOM RENOVATIONS (PRINCIPAL'S PRIORITY #1)	\$ 1,200,000
31	WALTER ZIMMERMAN ES	NEW PLAYGROUND EQUIPMENT (PRINCIPAL'S PRIORITY #2)	\$ 250,000
32	COLTON MS	RESTROOM RENOVATIONS	\$ 750,000
33	COLTON MS	LIBRARY RENOVATION	\$ 750,000
34	RUTH O HARRIS MS	UPGRADE FRONT OFFICE (SECURED)	\$ 200,000
35	TERRACE HILLS MS	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 650,000
36	TERRACE HILLS MS	LIBRARY RENOVATION	\$ 750,000
37	BLOOMINGTON HS	NEW HUMANITIES WING (16 CLASSROOMS) (DESIGN ONLY)	\$ 4,000,000
38	BLOOMINGTON HS	ANNEX GYMNASIUM (DESIGN ONLY)	\$ 2,500,000
39	BLOOMINGTON HS	TURF REPLACEMENT PROJECT (END OF LIFE CYCLE)	\$ 750,000
40	COLTON HS	AUDITORIUM AUDIO VISUAL EQUIPMENT AND LIGHTING UPGRADE	\$ 2,500,000
41	COLTON HS	MUSIC BUILDING RENOVATION PROJECT	\$ 5,800,000
42	COLTON HS	BASEBALL / SOFTBALL FIELD LIGHTING	\$ 2,500,000
43	COLTON HS	H.E.A.L. PATHWAY MODERNIZATION	\$ 400,000
44	COLTON HS	TURF REPLACEMENT PROJECT (END OF LIFE CYCLE)	\$ 750,000
45	COLTON HS	PARKING ADDITION (DESIGN ONLY)	\$ 500,000
46	GRAND TERRACE HS	CAREER TECHNICAL EDUCATION BLDG (DESIGN ONLY)	\$ 4,000,000
47	GRAND TERRACE HS	SHADE SHELTER	\$ 1,500,000
SUBTOTAL - SCHOOL SITE BUDGETS:			\$ 103,890,000

APPENDIX B – CONFLICT OF INTEREST DISCLOSURE FORM



10. CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT NO. 26-10 DSA INSPECTION SERVICES COLTON JOINT UNIFIED SCHOOL DISTRICT

Purpose:

This form is intended to identify and disclose any actual, potential, or perceived conflicts of interest between the Respondent (and its employees, officers, and subconsultants) and the COLTON JOINT UNIFIED SCHOOL DISTRICT ("District"). Respondents must complete, sign, and submit this form with their Statement of Qualifications (SOQ).

Definitions:

- **Conflict of Interest:** A situation in which financial, professional, or other personal considerations may compromise, or appear to compromise, a Respondent's judgment, objectivity, or ability to provide services in the best interest of the District.
- **Respondent:** The firm or individual submitting a Statement of Qualifications to provide Division of the State Architect (DSA) Inspection Services to the District.

Disclosure Questions:

The Respondent must answer the following:

1. Relationships with District Personnel

- Does the Respondent, or any officer, director, employee, or agent of the Respondent, have any current or past relationship (familial, financial, or business) with any District employee, Governing Board Member, consultant or contractor that could be perceived as a conflict of interest?
- ☐ Yes ☐ No
- If yes, explain: _____

2. Financial Interests

- Does the Respondent, or any officer, director, employee, or agent, have any direct or indirect financial interest in any project, contract, property, or entity related to the District?
- ☐ Yes ☐ No
- If yes, explain: _____

3. Other Commitments

- Is the Respondent currently providing, or seeking to provide, services on behalf of contractors, architects, engineers, or consultants performing work for the District that may compromise impartiality in the provision of DSA Inspection Services?
- ☐ Yes ☐ No
- If yes, explain: _____



10. CONFLICT OF INTEREST DISCLOSURE FORM (PAGE 2 OF 2)

4. Pending Litigation or Claims

- Is the Respondent currently involved in any litigation, claims, or disputes with the District, or has the Respondent been involved in such within the past five (5) years?
- ☐ Yes ☐ No
- If yes, explain: _____

Certification

The undersigned hereby certifies on behalf of the Respondent that:

- The information provided herein is true and complete to the best of my knowledge.
- The Respondent agrees to promptly disclose any actual or potential conflicts of interest that arise after the submission of this form.
- Failure to disclose a conflict of interest may result in disqualification from consideration, termination of any awarded contract, and/or other remedies available to the District.

Firm Name: _____

Authorized Representative (Print Name):

Title: _____

Signature: _____

Date: _____



APPENDIX C – SAMPLE AGREEMENT



APPENDIX C - SAMPLE AGREEMENT

INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the _____ SCHOOL DISTRICT (“DISTRICT”), and _____ (“INSPECTOR”). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. The INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect (“DSA”), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT and as set forth in the INSPECTOR’s Proposal which shall be attached hereto and incorporated herein as EXHIBIT “A” (the “INSPECTOR’s PROPOSAL”). The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the INSPECTOR’s PROPOSAL.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

- (1) **General.** The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.
- (2) **Duties.** The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:
 - (a) **Continuous Inspection Requirement.** The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 17309, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DSA, the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Form DSA 152 – Project Inspection Card(s)
- (B) DSA approved plans and specifications;
- (C) DSA approved Form DSA 103 – Statement of Structural Tests and Special Inspections
- (D) Deferred submittals as required by the DSA approved plans;
- (E) DSA approved addenda and revisions;
- (F) DSA approved Construction Change Documents;
- (G) Contractor submittals (construction schedule, shop drawings, material certificates, products labels, concrete trip tickets, etc.) as required by the DSA approved Construction Documents;
- (H) Communication log; all communications and project related meeting minutes/notes;
- (I) Deviation Notices (Form DSA 154), as delivered to the DSA, Project Architect/Engineer and Contractor with log listing all notices with resolution status;
- (J) Notices of Deviations/Resolution of Deviations (Form DSA 154);
- (K) Inspector Daily Reports;
- (L) Laboratory tests and inspection reports (Form DSA 291);
- (M) Special inspection reports (Form DSA 292);
- (N) Geotechnical reports (Form DSA 293);
- (O) Records of concrete placing operations;
- (P) Records of welding operations;
- (Q) Records of pile driving operations;
- (R) Verified reports from all parties required to file verified reports;
- (S) Completed semi-monthly reports;
- (T) DSA Field Trip Notes;
- (U) Project Inspector Notifications (Form DSA 151);
- (V) Contractor Notification to Project Inspector Commencement/Completion of Work (Form DSA 156);
- (W) Certificate of Compliance – Approved Bleacher/Grandstand Fabricator (Form DSA 130);

- (X) Applicable codes and referenced standards;
- (Y) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents to the DSA and/or the INSPECTOR as required by Title 24 and PR 13-01. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from the INSPECTOR's Job File which shall hereinafter be collectively referred to as the "DSA Document Submittal":

- (A) All completed Form DSA 152 documents required for the completion of the PROJECT;
- (B) All completed Form DSA 6PI documents including interim and final verified reports;
- (C) All completed Form DSA 6AE documents including interim and final verified reports;
- (D) The completed Form DSA 6C documents from each contractor having a contract with the SCHOOL;
- (E) All completed Form DSA 292 documents including interim and final reports prepared by the Special Inspectors;
- (F) All completed Form DSA 291 documents including interim and final reports prepared by the Engineering Manager of the Laboratory of Record;
- (G) All completed Form DSA 293 documents including interim and final reports prepared by the Geotechnical Engineer;
- (H) The completed Form DSA 130 Certificate of Compliance for Bleachers and Grandstand Fabricator as applicable.

(iv) The documents making up the DSA Document Submittal shall be submitted to the DSA upon any of the following events:

- (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
- (B) The PROJECT is substantially complete in accordance with DSA requirements;
- (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
- (D) Upon the request of the DSA.

(v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.

(vi) All documents required to be submitted to the DSA by the INSPECTOR in accordance with Title 24, PR 13-01 and this AGREEMENT shall also be submitted electronically in accordance with the DSA's approved procedures for the submittal of such documents.

(d) Project Inspection Cards.

(i) The INSPECTOR shall obtain the Project Inspection Cards ("PIC") (Form DSA 152) necessary for the inspection of the PROJECT from the Project Architect/Engineer for the INSPECTOR's use in approving and signing off work as it is completed on the PROJECT. The Inspector shall notify the DSA Regional Office with the construction oversight authority over the PROJECT, by phone and electronically, if construction commences without the INSPECTOR having received the PIC's necessary for the inspection and completion of the PROJECT.

(ii) The INSPECTOR shall complete each PIC as the work progresses pursuant to Title 24, the DSA 152 Manual, PR 13-01 and this AGREEMENT. The INSPECTOR shall not approve and sign off a block or section on a PIC unless the INSPECTOR has verified that: (1) the identified work is in compliance with the DSA approved Construction Documents; (2) all required testing and special inspections have been completed; (3) any and all deviations from the DSA approved Construction Documents have been resolved; (4) all DSA field trip note issues have been resolved; and (5) all required documentation has been received by the INSPECTOR.

(iii) The INSPECTOR shall post all PIC's in the INSPECTOR's Project File and shall electronically post the PIC's with the DSA as work is being completed on the PROJECT. Electronic posting of the PIC's shall be performed by emailing the PIC's to the DSA Regional Office with the construction oversight authority over the PROJECT. The INSPECTOR shall consistently update the PIC's as work on the PROJECT is being completed. Each time the INSPECTOR updates the PIC's in the INSPECTOR's Project File, the INSPECTOR shall simultaneously update the corresponding PIC posted electronically with the DSA to ensure the PIC's in the INSPECTOR's Project File are current and consistent with the PIC's that are posted electronically with the DSA. The INSPECTOR shall allow any party involved in the construction of the PROJECT to review any PIC at the INSPECTOR's office upon request. The INSPECTOR shall provide a current copy of any PIC to the DSA, the DISTRICT, Project Architect/Engineer or any other state agency upon request.

(iv) The INSPECTOR shall collect copies of the Interim Verified Reports prepared by the Project Architect/Engineer (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the following sections of the PIC's as applicable:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;

- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

If the Project Architect/Engineer has delegated responsibility for any portion of the PROJECT's design to other engineers, the INSPECTOR shall likewise obtain copies of the Interim Verified Reports prepared by such engineers (Form DSA 6-AE) prior to the INSPECTOR's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to the other engineers. In the case of a Geotechnical engineer, the INSPECTOR shall collect a copy of the Interim Verified Report (Form DSA 293) prepared by such Geotechnical engineer as applicable before the INSPECTOR can approve and sign off any of the above sections that relate to the portions of the PROJECT that were delegated to the Geotechnical engineer.

(v) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 291) prepared by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require testing or special inspections by the employees of the Laboratory of Record as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vi) The INSPECTOR shall collect a copy of the necessary Interim Verified Reports (Form DSA 292) prepared by any Special Inspector not employed by the Laboratory of Record prior to the INSPECTOR approving and signing off any sections of the PIC's which require special inspections by such Special Inspectors as required by the DSA approved Construction Documents including, but not limited to, the following sections:

- (A) Initial Site Work;
- (B) Foundation;
- (C) Vertical Framing;
- (D) Horizontal Framing;
- (E) Appurtenances;
- (F) Non-Building Site Structures;
- (G) Finish Site Work;
- (H) Other Work; or
- (I) Final.

(vii) The INSPECTOR shall obtain the original PIC's for the in-plant construction of any relocatable building being placed on the PROJECT site as part of the PROJECT at the time such relocatable building is delivered to the PROJECT site. The INSPECTOR shall post such PIC's in the INSPECTOR's Project File and with the DSA. The

INSPECTOR shall also provide the DISTRICT and the Project Architect/Engineer with copies of the PIC's from the in-plant construction of the relocatable buildings that were prepared by the in-plant project inspector.

(viii) The INSPECTOR shall immediately notify the DSA Regional Office with construction oversight authority over the PROJECT, by phone and electronically, if applicable blocks/sections of any PIC have not been signed off by the INSPECTOR and the Contractor on the PROJECT is proceeding with construction activities that are covering the unapproved work.

(e) Testing and Special Inspections.

(i) The INSPECTOR shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (Form DSA 103) from the Project Architect/Engineer prior to the commencement of construction and maintain a copy of the approved DSA 103 form in the INSPECTOR's Project File for the duration of the PROJECT. The INSPECTOR shall thoroughly review and evaluate the approved Form DSA 103 for the PROJECT and be familiar with the required testing and special inspections program required by the DSA approved Construction Documents.

(ii) The INSPECTOR shall meet with the Project Architect/Engineer, DISTRICT and Contractor as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

(iii) The INSPECTOR shall meet with the Laboratory of Record and all Special Inspectors that are not employed by the Laboratory of Record to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. The INSPECTOR shall ensure that the Laboratory of Record and all Special Inspectors obtain copies of the DSA approved Construction Documents and a copy of the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of construction on the PROJECT.

(iv) The INSPECTOR shall verify that each laboratory providing materials/structural testing is approved by the DSA to provide the services being performed by such laboratory in connection with the completion of the PROJECT. The INSPECTOR shall verify that all Special Inspectors employed by the Laboratory of Record are performing under the supervision of the Engineering Manager of the Laboratory of Record. The INSPECTOR shall verify the current certification of all Special Inspectors working on the PROJECT who are not employed by the Laboratory of Record prior to the commencement of any construction work that requires special inspection as required by the DSA approved Construction Documents.

(v) INSPECTOR shall monitor the work of the Laboratory of Record and all Special Inspectors who are not employed by the Laboratory of Record to ensure that all testing and special inspections required for the completion of the PROJECT are performed timely and satisfactorily. The INSPECTOR shall verify that all necessary tests and special inspections are completed and that all necessary reports are collected by the INSPECTOR and posted in the INSPECTOR's Project File and posted electronically with the DSA prior to the start of the construction work requiring such test and/or special inspections and prior to the INSPECTOR signing off or otherwise approving any

block/section of a PIC that requires testing and/or special inspection according to the DSA approved Construction Documents.

(vi) Copies of all daily inspection reports, special daily inspection reports, Interim Verified Reports, Verified Reports and any other reports related to the testing and special inspections performed on the PROJECT, pursuant to the DSA approved Construction Documents, shall be maintained and posted in the INSPECTOR's Project File throughout the duration of the PROJECT. All testing and special inspection related reports obtained by the INSPECTOR pursuant to this Section (C)(2)(e) shall also be posted electronically with the DSA.

- (f) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations. See also sample of semimonthly report in Appendix of Title 24 of the California Code of Regulations.
- (g) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
- (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade and the type of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized and duration on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.
 - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
 - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.

- (xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- (xiii) Times of day INSPECTOR was present on site.
- (h) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:
 - (i) When work is started on the PROJECT.
 - (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
 - (iii) At least 48 hours in advance of the first pour of concrete.
 - (iv) When work is suspended for a period of more than two weeks.
- (i) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:
 - (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.
 - (ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - (iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

- (j) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any

responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

- (k) **Verified Reports.** The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.
- (l) **Violations.** Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

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

- (1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00. No workers' compensation insurance will be obtained by the DISTRICT on account of INSPECTOR or INSPECTOR's employees.
- (2) Comprehensive general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:
 - a. Owned, non-owned and hired vehicles at cash value;
 - b. Blanket contractual;
 - c. Broad form property damage;
 - d. Products/completed operations; and
 - e. Personal injury.
- (3) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- (4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried

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

(E) The DISTRICT agrees to pay the INSPECTOR in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense. In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of _____ (\$_____), inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT.

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of _____ (hereinafter referred to as the "PROJECT(S)").

(G) Termination. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense

reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.

- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.
- (5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.
- (6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

- (1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and
- (2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- (3) Professional Liability. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract,

including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

- (4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.
- (5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- (6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONSULTANT'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.
- (7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. The Parties expressly understand and agree that INSPECTOR, in the performance of this AGREEMENT, is an independent contractor and not an employee, agent, joint venture, or partner of the DISTRICT. Nothing in this AGREEMENT shall be interpreted or construed as creating or establishing the relationship of employer and employee between INSPECTOR and DISTRICT or any employee or agent of INSPECTOR. INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which the DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. INSPECTOR assumes the full responsibility for the acts and/or omissions of INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. INSPECTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees. INSPECTOR shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to INSPECTOR or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements. INSPECTOR shall be responsible for providing, at INSPECTOR's own expense, disability, unemployment, and other insurance, training, permits, business tax registration, business license, and other licenses required for INSPECTOR, INSPECTOR's employees, and INSPECTOR's subcontractors.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

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

(L) This AGREEMENT shall be governed by the laws of the State of California. Venue shall be in the County of California where the DISTRICT is located.

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

(N) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, TERMS & CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED AND APPROVED BY THE DISTRICT'S GOVERNING BOARD. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE ANY PROPOSAL, QUOTE, STATEMENT OF QUALIFICATIONS AND/OR ANY OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND ANY OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE ATTACHED TO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO ONLY THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS. ALL OTHER PARTS, PROVISIONS AND/OR BOILERPLATE TERMS AND CONDITIONS IN ANY ATTACHED PROPOSAL, QUOTE, STATEMENT OF QUALIFICATIONS OR ANY OTHER SIMILAR DOCUMENT PREPARED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(Q) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(R) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents, provisions, terms, conditions and/or information that are subject to any exclusions specifically set forth herein this AGREEMENT.

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

(T) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(U) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(V) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

(W) INSPECTOR declares and agrees that INSPECTOR is customarily engaged in an independently established business of the same nature as the services set forth herein and INSPECTOR has complied with all federal, state, and local laws regarding business permits, licenses, and insurances of any kind required to carry out the said business and the tasks to be performed under this AGREEMENT.

(X) No payroll or employment taxes of any kind shall be withheld or paid by the DISTRICT with respect to payments to INSPECTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, federal personal income tax, state personal income tax, state disability insurance, state unemployment insurance, social security, and Medicare.

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

To the DISTRICT:

School District
Attn: <<Name>>
<< Address>>, <<City, State, Zip>>
Telephone:
Email:

To the INSPECTOR:

<<Name of Consultant>>
Attn: <<Name>>
<< Address>>, <<City, State, Zip>>
Telephone:
Email:

(Z) This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

(AA) INSPECTOR shall provide a written certification to the DISTRICT, in the form and with the content similar to Exhibit "B", that INSPECTOR has complied with the criminal background check requirements of California Education Code section 45125.1 and that none of its employees providing services pursuant to and in accordance with this AGREEMENT have been convicted of, or have an arrest pending final adjudication for, any serious or violent felony as specified in California Penal Code Section 1192.7(c) and 667.5(c), respectively. When INSPECTOR performs a criminal background check of any of its employees, INSPECTOR shall immediately provide the DISTRICT with any subsequent arrest and/or conviction information that it receives from the California Department of Justice.

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

INSPECTOR:

By: _____

DISTRICT:

_____ District

By: _____

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

Jesus R. Gonzales, Jr., Esq.
Attorneys for _____ District

EXHIBIT “A”

(Fill in Applicable Rates Below or Attach Inspector’s Proposal, if any, for Rates and/or
Additional Basic Services)

<u>INSPECTOR CERTIFICATION</u>	<u>HOURLY</u>
PROJECT INSPECTOR CLASS 1	\$ _____
PROJECT INSPECTOR CLASS 2	\$ _____
PROJECT INSPECTOR CLASS 3	\$ _____

EXHIBIT "B"

INSPECTOR'S CERTIFICATION REGARDING BACKGROUND CHECKS

Pursuant to Education Code Section 45125.1, INSPECTOR hereby certifies to the DISTRICT that it has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the DISTRICT, pursuant to this AGREEMENT, and INSPECTOR certifies that none of its employees have been convicted of or have an arrest pending final adjudication for any 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, below is a list of the names of the employees of the undersigned who may come in contact with pupils:

[INSERT LIST OF NAMES]

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date _____, 20__

[Name of Inspector]

By its: _____