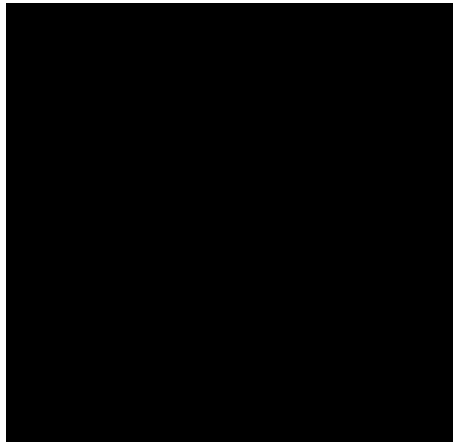


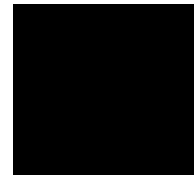


COLTON JOINT UNIFIED SCHOOL DISTRICT
1212 Valencia Drive
Colton, CA 92324

REQUEST FOR QUALIFICATIONS (RFQ)

Specialty Inspection and Materials Testing Services
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April 20, 2023



The Colton Joint Unified School District (“District”) is hereby requesting proposals from qualified materials inspection and testing firms to perform Specialty Inspection and Materials Testing services for projects at various District school sites. The objective of this RFQ is to obtain information that will enable the DISTRICT to pre-qualify a limited number of full-service CONSULTANT(s) that can assist the District in connection with material testing services as the District may, from time to time, require, in connection with various facilities improvement projects on an on-going basis, without the need to pre-qualify Consultants for each project. The District will allocate work to Consultants without having to request and evaluate additional information as to the Consultant’s qualifications. Pre-Qualified Consultants are in no way guaranteed to receive any work from the District; however, it is the District’s intent to look primarily to the pool of Pre-Qualified Consultants when choosing a Consultant to perform material testing and inspection services for various improvement projects for the District.

The District seeks motivated firms with a record of excellence in construction special inspection and materials testing services for K-12 projects. Local and minority firms are encouraged to apply.

Projects are scheduled to begin about June 1, 2023 and run through completion. These projects include but are not limited to:

A. Installation of New Electronic Marquees at Nine (9) District Sites

- | | |
|-----------------------|-----------------------|
| i. Alice Birney ES | vi. Sycamore Hills ES |
| ii. Cooley Ranch ES | vii. Terrace Hills MS |
| iii. Grand Terrace ES | viii. Terrace View ES |
| iv. Jurupa Vista ES | ix. Woodrow Wilson ES |
| v. Mary B. Lewis ES | |

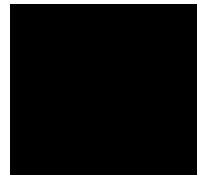
B. Grand Terrace HS Pool Repair Project

C. San Salvador Playground Replacement & Portable Certification

D. Terrace Hills MS Fire Hydrant Installation

F. Grand Terrace ES Fire Alarm Upgrade

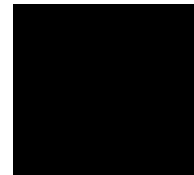
G. Playground Replacements at Four (4) District Sites



- x. Sampling
- c. Concrete
 - i. Cylinder compression strength
 - ii. Anchor pull out
 - iii. Core extraction
 - iv. Slump
 - v. Air testing
 - vi. Concrete cylinder sampling/ fabrication
- d. Reinforcing Steel
 - i. Tensile strength
 - ii. Bend test
 - iii. Sample and tag specimens
- e. Masonry
 - i. Grouted prism
 - ii. Mortar compression
 - iii. Grout compression
 - iv. Anchor pull out
- f. Masonry Block Conformance Testing
 - i. Block compression
 - ii. Block measurement
 - iii. Block moisture/ absorption
 - iv. Shrinkage
 - v. Effloresce
- g. Structural Steel
 - i. Bolt and washer hardness
 - ii. Fireproofing Density
 - iii. Bolt/ bend/ tensile
- C. Testing shall be performed in accordance with ASTM test The Special Inspection and Material Testing Services firm shall be certified by DSA (Division of the State Architect) for Special Inspectors and Testing Lab Facilities.
- D. The firm shall be required to commit one (1) project manager who will be responsible for overseeing all testing and inspections required for the project and report to the District's Representative or the District's designated Inspector of Record ("IOR").

Required Components of Proposals

All Proposals shall address the following items in the order listed below with each section numbered either numerically or alphabetically in the document within the page limits identified. The Proposal shall be in a binder or similar presentation folder on 8 ½ x 11 paper with tabs for each section identified in a similar manner to the appropriate section.

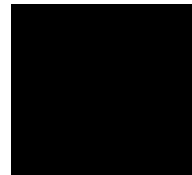


1. Cover Letter One (1) Page

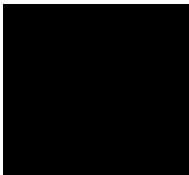
Indicate the services the proposer is interested in responding to. Include the name, address, telephone and fax numbers, and name of the principal contact for the firm. A representative of the firm who is authorized to legally bind the firm by contract shall sign the letter.



not selected. The District reserves the right to award or reject a contract(s) without interviews should it deem that such an approach is in the best interest of the District. If the District deems interviews



Signature



(SAMPLE MASTER AGREEMENT)

CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AGREEMENT is made and entered into this ____ day of _____ in the year 20__ (“EFFECTIVE DATE”), by and between the _____ SCHOOL DISTRICT, hereinafter referred to as (the “DISTRICT”), and _____, hereinafter referred to as “CONSULTANT”. The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires specialized inspection and/or testing services for _____ located within the DISTRICT (hereinafter referred to as the “PROJECT”);

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

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

WHEREAS, CONSULTANT declares that CONSULTANT is customarily engaged in an independently established business of the same nature as the services set forth herein and 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; and

WHEREAS, CONSULTANT declares that CONSULTANT routinely offers CONSULTANT’s nonexclusive services to the public, and may contract with, the CONSULTANT’s own customers or clients to perform the same or similar activities set forth herein.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I
SCOPE AND SERVICES TO BE PROV



services set forth in this AGREEMENT as well as those services articulated in the CONSULTANT's proposal which shall be attached hereto and incorporated herein as

(the CONSULTANT's "PROPOSAL"). In the event of a discrepancy, inconsistency, conflict or other difference between the terms of the CONSULTANT's PROPOSAL with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

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

a. CONSULTANT is qualified in all respects to provide to the DISTRICT all of the services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as



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

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

9. If applicable, the CONSULTANT and any subcontractors (of any tier) performing work pursuant to this AGREEMENT must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of this AGREEMENT. CONSULTANT shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of this AGREEMENT and in no event shall CONSULTANT be granted increased payment from the DISTRICT a result of CONSULTANT's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this AGREEMENT and grounds for termination for cause. If applicable, the CONSULTANT and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DISTRICT or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

ARTICLE III

TERMINATION

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

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONSULTANT for Board approved extra services. In ascertaining the services

ARTICLE IV
REPORTS AND/OR OTHER DOCUMENTS

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

ARTICLE V
ACCOUNTING RECORDS OF THE CONSULTANT

1. Records of the CONSULTANT's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONSULTANT, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VI
COMPENSATION TO THE CONSULTANT

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed _____ Dollars (\$_____) for performing all the basic services detailed in Article II and EXHIBIT "A". CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation.
 - b. Invoices requesting payment for Additional Services performed in accordance with Article VII below must reflect the compensation approved by the DISTRICT and include a copy of the DISTRICT's written authorization. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services and no claim by the CONSULTANT for additional compensation related to Additional Services shall be valid absent such prior written approval by the DISTRICT to proceed with such Additional Services as required by Article VII.



ARTICLE VII
ADDITIONAL CONSULTANT SERVICES

1.



resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

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

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

e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII, SECTION 1 OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

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

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

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



(\$1,000,000). No workers' compensation insurance will be obtained by the DISTRICT on account of CONSULTANT or CONSULTANT's employees.

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

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

c. Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in Article VIII, Section 2(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

3. The Parties expressly understand and agree that CONSULTANT, 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 CONSULTANT and DISTRICT or any employee or agent of CONSULTANT. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which the DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the services to be provided



under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees. CONSULTANT shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to CONSULTANT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements. CONSULTANT shall be responsible for providing, at CONSULTANT's own expense, disability, unemployment, and other insurance, training, permits, business tax registration, business license, and other licenses required for CONSULTANT, CONSULTANT's employees, and CONSULTANT's subcontractors.

4. No payroll or employment taxes of any kind shall be withheld or paid by the DISTRICT with respect to payments to CONSULTANT. 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.

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

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

7. 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.

8. 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 CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED AND APPROVED BY THE DISTRICT'S GOVERNING BOARD. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN ANY PROPOSAL, QUOTE, STATEMENT OF QUALIFICATIONS AND/OR ANY OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT 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 CONSULTANT MAY BE ATTACHED TO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO ONLY THOSE PARTS DESCRIBING THE CONSULTANT'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 CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT.



16.



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Pursuant to Education