



Murrieta Valley Unified School District

Request for Qualifications Laboratory of Record Special Inspection Services

Addendum 01

10/14/2022

This Addendum has been prepared to clarify, modify, delete, or add to the Request for Qualifications, and revisions to items listed here shall supersede description thereof of the Request for Qualifications. All conditions not specifically referenced here shall remain the same. It is the obligation of the Consultant to make any subconsultants, if applicable, aware of any items herein that may affect qualifications.

Response to Request for Clarifications:

Question: Do the specifications issued to your contractors indicate a need to use a local vendor for off-site fabrication? If not, are the costs of out of state or area fabrication back charged to the contractor chosen for the project?

Response: All off-site fabrications on District projects will be the responsibility of the Special Inspection consultant. Due to varying factors including location and timelines, please include that costs for all off-site fabrications will be TBD based on location and scope.

Question: Structural steel fabrication inspection will be required at the source to comply with DSA 103 and the California Building Code. In the district specifications for the contractor does it limit the distance of the fabrication sub-contractor?

Response: Our standard specifications do not include a limit to the distance for a fabrication subcontractor. If rates are subject to change based on location, please identify that in your rate sheet.

Question: Geocon has reviewed the Professional Service Agreement provided in the RFP and has found that it includes an up-front duty to defend, as well as requires liability for the client's passive negligence, neither of which is insurable or in compliance with Civil Code § 2782.8.

Is the District willing to revise the Professional Service Agreement to comply with Civil Code § 2782.8 and available insurance consistent with the industry standard professional liability insurance coverage?

If we were to include this request for modification in our proposal, would we be disqualified immediately?

Response:

If the services required pursuant to the Request for Qualifications (RFQ) issued the Murrieta Valley Unified School District ("District") and as set forth in the Professional Service Agreement (Exhibit A to the RFQ) will be provided by a license architect, licensed landscape architect, registered and licensed professional engineer, or a licensed professional land surveyor, Article VI.1 of the Professional Service Agreement shall be replaced with the following:

1. To the fullest extent permitted by law, VENDOR agrees to indemnify, defend, and hold DISTRICT entirely harmless from all liability arising out of:
 - a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to VENDOR's employees or VENDOR's sub-vendor's employees arising out of VENDOR's work under this Agreement; and
 - b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the VENDOR, the VENDOR shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the VENDOR or the DISTRICT, or any person, firm or corporation employed by the VENDOR or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent consultants who are directly employed by the DISTRICT. The VENDOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the VENDOR, 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. Any costs to defend under this Section b shall not exceed the VENDOR's proportionate percentage of fault; and
 - c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the VENDOR, the VENDOR shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the VENDOR, or any person, firm, or corporation employed by the VENDOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the VENDOR's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the

DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the VENDOR's proportionate percentage of fault.

Question: On page 5, section XI, the RFQ states the naming convention for the Front Cover of the proposal. It asks us to identify the [SCOPE OF SERVICES FOR WHICH SOQ IS BEING SUBMITTED] in the title. Are there multiple scopes to choose from or do all items outlined in Section VI. Scope of Services fall under the category "Laboratory of Record/Special Inspection Services?"

Response: All scope of services fall under the category " Laboratory of Record/Special Inspection Services".

Question: On page 8, section XI, item E, the RFQ states that we shall provide experience from "the past ten (5) years." Do projects need to be within the last five or ten years?

Response: Please provide experience from the past five (5) years.

Question: On page 7, section XI, item C, the RFQ asks for DSA Classification. Can you clarify what you mean by DSA Classification and how this relates to LOR services?

Response: This section is not relevant. Section XI, Item C is removed from the Request for Qualifications.

End of Addendum 01