


ADDENDUM TO RFP DOCUMENTS

 SOLANO COMMUNITY COLLEGE	ADDENDUM #03
	Project: Solano Community College District Architectural Services Pool RFQ #19-006
	Date: February 25, 2019

Addendum # 03 – The following clarifications are provided based on questions received and must be added/considered when completing your submittal: Acknowledgement of receipt of this **ADDENDUM #03** is required in the proposal’s cover letter of introduction. Please clearly note the addendum date and number.

ITEM NO. 1 – Modification to “RFQ Response Schedule Summary” Dates

DATE	EVENT	TIME / DEADLINE
January 30, 2019	Release and advertisement of RFQ #19-006	
February 13, 2019	Mandatory Pre-submittal Conference	1:00 p.m.
February 20, 2019	Deadline for submittal of written questions to District concerning RFQ	5:00 p.m.
February 25, 2019	Answers to written questions posted on the District website	4:00 p.m.
March 1, 2019	Deadline for Submittal	2:00 p.m.
March 18, 2019 March 26, 2019	If required, release of short-listed teams selected to interview	5:00 p.m.
March 25, 2019 April 2, 2019	Interviews of short-listed teams if determined by the District that interviews are required	TBD
April 17, 2019	Anticipated Board of Trustees Approval of Qualified Pool.	

ITEM NO. 2 – Answers to Submitted Questions

QUESTION 1 – We’ve reviewed the RFQ and would love to respond to continue the great work we have developed on the campus in the past. Unfortunately though with the change in legislation that came into effect in February 2018, the contract conditions for indemnification are now worded in a way that requires the consultant to provide upfront defense costs for the college for any claim made whether we are at fault or not. This is not something we can procure insurance for and as such cannot manage this risk. Our insurance

does cover to defend us but not cover the defense of a third party (the college). In the past with other public entities we have found that their underlying concern was to ensure that we would support them should a claim be laid. In those instances we agreed to include another clause titled Mandatory Assistance that assures our support but does not require us to pay for separate counsel to defend the college. Should we be found at fault then our insurance does pay for any damages and the proportion of legal costs and this is reimbursed to the college. Can you investigate whether this clause can be negotiated?

ANSWER – *The architectural agreements attached to the RFQ include the District’s standard language. As contracts are awarded for specific projects, firms may request modifications during the negotiation process for the District’s consideration, though submitters to this RFQ should be willing to accept the standard language as provided.*

QUESTION 2 – Who is the selection committee?

ANSWER – *The selection committee is comprised of Solano Community College staff and consultants.*

QUESTION 3 – The Relevant Firm Qualifications mentioned Design Build experience, is that the District’s preferred method of delivery?

ANSWER – *The District utilizes both Design-Bid-Build and Design-Build as project delivery methods.*

QUESTION 4 – Will separate RFPs be released to only selected pool participants? Or does the District select from the pool and award specific projects without RFP?

ANSWER – *Solano Community College will issue Requests for Proposals to the Pre-Qualified Architectural Pool for upcoming projects*

QUESTION 5 – The RFQ states ‘The District reserves the right to contract with any firm not participating in this process.’ Does that mean it is possible RFPs will be released to firms outside the selected pool?

ANSWER – *The District reserves the right to reach out to firms outside of the Pre-Qualified Pool for specialized projects.*

QUESTION 6 – Will the Master Services Agreement selection only be offered to the selected pool?

ANSWER – *Master Services Agreements, if pursued by the District, will only be offered to firms in the Pre-Qualified Pool.*

QUESTION 7 – If the indemnity provisions, as stated, will be an insurability issue for our firm, are these provisions negotiable?

ANSWER – *The architectural agreements attached to the RFQ include the District’s standard language. As contracts are awarded for specific projects, firms may request modifications during the negotiation process for the District’s consideration, though submitters to this RFQ should be willing to accept the standard language as provided.*

QUESTION 8 – What are the estimated budgets for each of the prospective projects?

ANSWER – *Budgets have not been determined yet.*

QUESTION 9 – At the pre-submittal conference, we were instructed to submit questions regarding provisions in the District’s agreement that needed to be discussed further with District personnel. Please note the following provisions in the District’s Agreement for Architectural Services that we would like the District to consider modifications to.

Article 2.10 “Architect shall give efficient supervision to Services, using its ~~best~~ **professional skill and attention in accordance with the legal standard of care per Article 2.2 of this Agreement.** Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions (“Contract Documents”) and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District’s Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions **in its own and its consultants Construction Documents, but not for those produced by District hired consultants.**”

Article 2.13.7 (addition of this Article) – **“Topographical / Site Surveys.”**

Article 10.2 “Architect’s obligation pursuant to section 10.1 includes reimbursing the District for the cost of any settlement paid by the indemnified parties and for any and all fees and costs incurred by the indemnified parties to enforce the indemnity herein. Architect’s obligation to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the indemnified parties.” This article is not compliant with Civil Code section 2782.8 as stated. Proposed modifications for compliance are as follows: **With regard to Architect’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 reasonable attorneys’ fees and costs incurred by the District in defending such actions or proceedings which arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Architect. Architect shall be responsible to pay the District, an amount of defense related costs equal to the final determined percentage of liability based upon the comparative fault of both parties.**”

Article 10.3 ~~“District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.”~~

Article 23.3 “Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects (“Prevailing Wage Laws”). Since the Architect is performing Services as part of

public works or maintenance projects, and since the total compensation is \$1,000 or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, **if applicable to the Architect and its Consultants' professional services to be provided under this Agreement.**"

Please advise how the District would like us to address these in our submittal.

ANSWER – *The architectural agreements attached to the RFQ include the District's standard language. As contracts are awarded for specific projects, firms may request modifications during the negotiation process for the District's consideration, though submitters to this RFQ should be willing to accept the standard language as provided.*

QUESTION 10 – Does our submittal need to include a complete A/E team? Our understanding is that there are separate RFQ's for MEP and Civil Engineers pools, so we wanted to know how the consultant team should be presented for the A/E submittal.

ANSWER – *Each firm is expected to include a complete A/E team in their proposal. The M.E.P. and Civil Engineering RFQs issued by the District are for projects that do not require architectural services; i.e., infrastructure projects.*