

## ADDENDUM TO RFP DOCUMENTS

 <p><b>SOLANO</b> COMMUNITY COLLEGE</p>	ADDENDUM #01
	Project: Solano Community College District Geotechnical Engineering Services Consultant Pool RFQ #19-002
	Date: December 10, 2018

**Addendum # 01 – The following clarifications are provided based on questions received and must be added/considered when completing your submittal:** Acknowledgement of receipt of this **ADDENDUM #01** is required in the proposal’s cover letter of introduction. Please clearly note the addendum date and number.

### **ITEM NO. 1 – Answers to Submitted Questions**

**QUESTION 1** – Is geotechnical testing observation and special inspection included and exclusive by this on-call contract?

**ANSWER** – This RFQ is being issued to establish a list of approved pre-qualified geotechnical engineering firms. It will not result in an “on-call contract”. As services are needed for specific projects, the District will issue an RFP to those firms on the approved pre-qualified list. A contract will be entered into for each specific project. Geotechnical observation and soils related special inspections may be part of the scope of services for a specific project.

**QUESTION 2** – Once task proposal requests are issued to pre-qualified geotechs – is decision qualification based or fee based?

**ANSWER** – Both will be taken into consideration.

**QUESTION 3** – The RFQ requests a current hourly billing rate for each individual submitted. If selected, will this billing rate be in effect for the duration of the pool, or will annual rate increases be allowed?

**ANSWER** – Requests for Proposal for individual project contracts will be issued to all firms selected for the consultant pool. The District would expect the fees submitted in the first year to reflect the rates submitted in your SOQ. The District understands that billing rates may change slightly in subsequent years.

**QUESTION 4** – Will the agreement include escalation of current billing rates?

**ANSWER** – Generally, contracts for specific projects would be a fixed price based on the fee proposed or negotiated for that project. Billing rates will be included in contracts for specific projects for services where the scope of effort cannot be defined in advance, such

as construction phase site observation, and for the potential of an amendment should additional services be requested.

**QUESTION 5** – Can you please clarify if the selected on-call geotechnical firms will be precluded from participating with the design-build teams on future projects?

**ANSWER** – This will be decided in the future for each design build project. Generally, firms that participate in development of the Design Build Entity RFP Criteria Documents are precluded from participating on a team pursuing the design build contract. However, the District may either directly retain the geotechnical services firm for the entire project, or require all shortlisted design build firms to retain the same geotechnical services firm that the District hired for the Criteria Documents work. If the approach is not made clear in a future RFP for project geotechnical services, please ask the question for that project RFP.

**QUESTION 6** – Is there any possibility of negotiating the terms and conditions of the standard agreement?

**ANSWER** – One can always request a modification of the terms and conditions of the District’s standard agreement, though submitters to this RFQ should be willing to accept the terms and conditions of the District’s standard agreement as provided in the RFP.

**QUESTION 7** – Since others seem interested, can you confirm my understanding there is no flexibility on the District’s part in terms of the specific indemnification language?

**ANSWER** – Historically, District Counsel has not allowed revisions of the indemnification language.

**QUESTION 8** - We have reviewed the draft agreement and we note that Article 12 – indemnification includes a duty to defend with respect to professional liability claims. Can this requirement be removed since it is not insurable in California?

**ANSWER** – District Counsel does not agree with the statement that including a duty to defend with respect to professional liability claims is not insurable. Further, it is not the District’s intent that the indemnification provision be covered by insurance.

**QUESTION 9** – Are contract wording changes acceptable specifically regarding limitations of liability as well as limiting indemnification obligations to the extent caused by a firm’s actual negligence?

**ANSWER** – See responses to questions 6, 7 and 8 above.

**QUESTION 10** – Would this contract language be acceptable? “To the fullest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“the indemnified parties”) from any and all claims that arise out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, *to the extent caused by Consultants actual negligence*. The District shall have the right to accept or reject any legal representation that the Consultant proposes to

defend the indemnified parties. *Consultant's aggregate liability hereunder shall be limited by "The Indemnified Parties" to \$1,000,000.00 regardless of the legal theory under which such liability is imposed."*

**ANSWER** – This specific language proposed would not be acceptable. If the District were to agree to a dollar limit to the liability, the amount would depend upon the scope of services and nature and cost of the particular project.

**QUESTION 11** – Article 7.1 (of the District's Standard Agreement) includes an obligation for the consultant to review "all documents, findings, and other instructions" and to report any inconsistencies, errors, or omissions. The wording of this clause will require us to review work products by other design professionals (civil, structural, mechanical, electrical, etc.), not just geotechnical work products. This is unreasonable since the RFQ is only soliciting geotechnical services. Will the district consider modifying this clause to limit the scope of the review to specifically geotechnical aspects of the documents, information, and instructions prepared by us?

**ANSWER** – The District would consider modifying Article 7.1 based on the scope of services provided under the project contracts. However, the duty to notify the District of any errors identified during the consultant's due diligence and review would not be limited to documents, information and instructions prepared by the consultant. That being said, the District is not asking the consultant to opine on areas outside of its expertise.