



CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT PURCHASING DEPARTMENT

December 1, 2021

Addendum No. 02 REQUEST FOR QUALIFICATIONS.: B21/22-05 Measure A Architectural Services for the Chabot and Las Positas Colleges

To: All Prospective Bidders

This Addendum TWO (02) is issued to incorporate the following changes, additions or deletions to the Request for Qualifications (B21/22-05). Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the Request for Qualifications (B21/22-05) to remain in force. It is the responsibility of all responders to conform to this addendum.

A. REQUEST FOR INFORMATION QUESTIONS AND RESPONSES:

Question 1: Do covers and the table of contents count toward the page limit?

Response 1: No, tabs, covers and table of contents, does not count toward total page count.

Question 2: Could it be possible to submit non-DSA completed Higher Education projects that fit the criteria listed in Section 2? Particularly for Performing Arts, there are not many Community Colleges in California that have done those types of facilities

Response 2: Per the RFQ Section 5.2 Project Experience, 5.2.1 List a maximum of ten (10) completed DSA projects.



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Question 3: We are trying to access the following form in RFQ B21/22-05 but the web page is showing an error.

Can you please provide the new web address or the "Form of Architectural/Engineering Agreement"? Thank you!

7.0 Form of Architectural/Engineering Agreement

The District intends to enter into an agreement for architectural/engineering Services using a standard form, referred to hereinafter as the "Architectural Agreement". This format can be viewed on the District Bond Program website at:

<http://measureb.clpccd.cc.ca.us/district/bond/BusinessOpportunitiesRFQs.php>

Response 3: Please see Addendum1 which has made the following change/correction:

Section 7. Form of Architectural/Engineering Agreement

The last sentence along with Link are to be removed and replaced with "This Draft Agreement is included in this RFQ, immediately after Statement of Qualifications, Supplemental Information, Reference Section 2."

Question 4: Numbering convention - In your rfq you mention responses are needed for section 4.0 and then the same topics with more detail in section 5.0 of your document. Would you prefer us to number our response based on the rfq? So starting at 5.0 or can we start at 1.0 as I have below?

1. General Information
2. Project Experience
3. Project Team
4. Statement of Qualifications Supplemental Information Form

Response 4: The responder should provide a proposal that relates to the request of the RFQ. Reviewers need to be able to identify each section and response.



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Question 5: Submittal/Copies - for the language below, do you mean 1 printed copy unbound, and 1 jump drive, or a submittal=1 bound copy, in addition to 1 unbound copy and jump drive?

From RFQ "The submittal shall be submitted in a sealed envelope with one (1) unbound original hard copy and one (1) electronic copy on Thumb drive."

Response 5: Yes

Question 6: Cover Letter - for the cover letter, do you mean 1 page as 1 side or 2 sides for a full page?

"Respondents should include a cover letter of interest and firm introduction, signed by the appropriate managing executive, of not more than one (1) pages."

Response 6: One (1) page one (1) side

Question 7: For DSA Project Experience - can we include design build projects that we were the bridging architect for? and not necessarily architect of record?

Response 7: No

Question 8: For DSA Project Experience - Can we show projects that are in progress or just fully completed?

Response 8: Section 5.2 asks for a maximum of ten (10) completed project.... subject to the jurisdiction of the DSA.

Question 9: Font size - in the RFQ it states font size 12, we have various size text throughout our firm's collateral that uses larger and smaller font sizes. Does everything in the submission need to be in 12 pt font?

Response 9: Font size is to be 12pt for the entire submission



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Question 10: Are potential subconsultants' qualifications required to be included in this submission or only when a specific RFP is issued? Depending on project type, size and complexity, different subconsultants may be considered.

Response 10: No, Subconsultant information is not required for submission except in Section 5. Submittal Information, 5.2 Project Experience.

Question 11: 5.4.1 We are interested in being invited to propose on all project types listed. By nature of rank ordering will a lower self-ranked project type preclude us from being invited to propose on those projects?

Response 11: The District cannot comment on who will be invited to propose for future projects. The District does not know how many submittals will be received or how firms will rank themselves on project list.

Question 12: Please clarify which projects from Attachment A Project List fall into the following categories listed on RFQ (page 2 of 8):

- 2.1 Classrooms/Laboratories- Sciences
- 2.2 Classrooms/Laboratories- Fine Arts
- 2.3 Classrooms/Laboratories- Engineering
- 2.4 Classrooms/Laboratories-CTE (Career Technical Education)

Response 12: The District reserves the right to assign projects in the appropriate category at the time the project solicitation is distributed for final proposals in consultation with the user group, bond management team and administration.

Question 13: Since several projects are named STEAM, would the District consider putting project types 2.1, 2.2 and 2.3 (listed on page 2 of 8) into one category?

Response 13: Combined categories does not support the District overall process and goals.

Question 14: Is it acceptable to list projects in 5.2.1 that haven't completed construction?

Response 14: Per the RFQ Section 5.2 Project Experience, 5.2.1 List a maximum of ten (10) completed DSA projects.



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Question 15: The RFQ states that addenda will be posted to the link on page 4 of 8, however, the link provided does not work.

Response 15: The Addenda and all associated documents related to Bid RFP B21/22-05 Request for Qualification Architectural Services will be posted to the district website here:
<http://www.clpccd.org/business/RFP-2-12.php>

Question 16: Could the District please clarify if covers, a cover letter, and the Statement of Qualifications Supplemental Information Form are included in the page limit?

Response 16: Covers do not count towards final page limit. Cover letter and Statement of Qualifications Supplemental Information is included in total page count.

Question 17: Directions state:
Subsequent addenda, if any, will be available only on the District Bond Program website at:
<http://measureb.clpccd.cc.ca.us/bond/BiddingProjectBusinessOpportunitiesRFPandServices.php>.

Please confirm that addenda will be posted on Measure B program website since this is for Measure A.

The Measure B link appears twice on page 4 of 8 and also appears on page 7 of 8.

Response 17: The Addenda and all associated documents related to Bid RFP B21/22-05 Request for Qualification Architectural Services will be posted to the district website here:
<http://www.clpccd.org/business/RFP-2-12.php>

Question 18: Contract Provision Requests to the Chabot-Las Positas Community College District Agreement for Architect/Engineer Services

We have reviewed the proposed form of Agreement and takes no exception to the general form and general content of the Agreement. We would appreciate the opportunity to discuss the following suggested clarifications or language modifications:



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Question 18 continued:

Significant Risk/Insurability Issues:

Term; Articles 6.1 11.2; 24.2 – To align with the provisions set forth in our Professional Liability Insurance Policy, we should clarify in these sections that the Architect/Engineer will be liable to the District for any “negligent” events and/or circumstances that delay the service and/or errors or omissions.

Articles 2.4; 6.1; 8.3; Exhibit A.C.5.a – We wish to remove the use of the words “satisfaction” or “satisfactorily” in these sections and replace with “pursuant to the terms of this Agreement.” We will endeavor to perform our services to the satisfaction of the District, but there is no legal basis for “satisfaction.”

Article 9.1 – In this section, the phrase “of trust and confidence” should be removed as it implies a fiduciary relationship with raises the Architect/Engineer’s standard of care and is uninsurable under our Professional Liability Insurance Policy.

Article 9.3 – We would request that this section provide further clarification that the language included is in response to non-professional acts that is covered under the Architect/Engineer’s Commercial/General Liability policy and not for professional acts that is covered in

Article 9.4. Nevertheless, we would request, that the indemnification obligation of the Architect/Engineer be tied to the Architect/Engineer’s “negligence, recklessness, or willful misconduct” rather than “any act, neglect, default, willful conduct or omission other than a professional act or omission.” Additionally, we wish to remove any reference to the obligation for the Architect/Engineer to “defend” the District. The Architect/Engineer’s obligation is not to defend the District, but rather to reimburse the District for attorney’s fees and costs of defense proportionate to the legal liability of the Architect/Engineer on a comparative fault basis.



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Question 18 continued:

Article 10.3 – We would request that the word “accurate” be removed from this section and that the phrase “pursuant to the terms set forth in this Agreement” be added to the end of the first paragraph in order align with the concept that the standard of care allows for reasonable and normal human error; therefore, the law does not recognize that a perfect set of plans can be reasonably expected.

Article 24.2.; Exhibit A.A.7 – In order to align this section with the standard of care, we would like to add the “Pursuant to the standard of care as set forth in this Agreement” to the beginning on this section. Additionally, we would request the obligation for the Architect/Engineer to provide design documents with “technical accuracy” be struck and be replaced with “coordination” to further align with the doctrine of the standard of care as noted in above in the comment to Article 10.3.

Exhibit A.A.7 – We would like to clarify that the Architect/Engineer will be obligated to correct or revise any “known or discovered” errors or omissions in the project documents.

Exhibit A.C.5.f. – We would request the following necessary clarification be added to this section “In addition, Architect/Engineer should not be responsible for the means, methods or safety precautions of the contractor.”

Exhibit A.C.6.a. – We would request in this section that “inspections” be changed to “reviews” as the Architect/Engineer does not provide inspections.

Exhibit E – Our General Liability Policy coverage limits at \$1 million per occurrence and \$2 million aggregate. However, we maintain a robust umbrella policy that can satisfy the required limits of the Agreement. Additionally, our Professional Liability Policy is \$5 million per claim and \$10 million aggregate with a \$200k deductible. Finally, we would request that any reference to “volunteers” being listed as additional insured be removed as this is uninsurable under our policies.



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Response 18: The District reserves the right to negotiate contractual requirements when an RFP for Design Services is issued. Proposers will need to provide at time of response to said RFP, all requested contractual changes at which time, the District and selected Design firm will negotiate, if an Agreement is not reached within 30 days of selection, the District is free to select the next firm.

All other terms and conditions remain unchanged.

Michael McClung - Buyer, Purchasing and Warehouse Services
Chabot-Las Positas Community College District