

SAN RAFAEL CITY SCHOOLS  
310 Nova Albion Way San Rafael, CA 94903

ADDENDUM NO. 2  
TO  
REQUEST FOR PROPOSALS

Terra Linda High School Gym + Frontage Project  
Design-Build Services  
RFP # 19-08  
Addendum Date: 10/11/2019

THIS ADDENDUM PROVIDES FOR:

CLARIFICATIONS AND RESPONSES TO QUESTIONS RECEIVED FROM PRE-QUALIFIED RESPONDENTS.

San Rafael City Schools has received the following questions and is providing responses as noted below.

1. The program shows one lobby – should this open to the “Public Entry” plaza or the “Athletic Court”?
  - a) DB teams will need to decide what makes the most sense in consideration of the unique qualities of their designs and the requirements stipulated in the Ed. Spec.
2. Are the 1200 bleacher seats on one side only, or broken up on two sides (i.e., a “home” bleachers and a “visitor” bleachers)? If on two sides, how many seats on each side?
  - a) Per Ed. Spec., bleachers are to be on two sides. The District expects each side to have an equal number of seats.
3. In the gym, we assume there is a “main” basketball court – is there also a “main” volleyball court? Is there supposed to be cross (practice) basketball courts? 1 or 2? Full size or can they be shorter? Is there supposed to be cross (practice) volleyball courts? 1 or 2? Are there any other sports to be accommodated in the gym? The question is, can the Life Cycle Cost Analysis be removed from the RFP and included in the basic scope of services?
  - a) See Ed. Spec. in Bridging Documents. Yes, competition volleyball court, and other volleyball courts. Yes basketball cross courts, sized appropriately.
  - b) Re Lifecycle Cost Analysis—see Addendum #1.
4. Will the team rooms also be used as changing rooms for PE class? If so, is 20 lockers enough for this use? Why are these spaces carpeted?
  - a) Per the Ed. Spec., 20 lockers will be sufficient. Will not be used for PE class changing. While the Ed. Spec. calls for carpeted Team Rooms, the District will consider alternative flooring materials.
5. Can we get the floor plans of the Administration, Existing Gym, PE wing, and new Theater (i.e. all the uses around the courtyard)?

- a) Additional drawings have been posted to the Bridging Documents on Box; all drawings which are to be furnished can be found here. Drawings for the Gym, Trojan Athletics Center (previously known as the “Girls P.E. Locker Room”), Theater and Administration building have been provided.
- 6. It looks like a Sketchup or Revit 3D model was created for the low aerial views on the Conceptual Plan and for the new Student Commons – can we get those files?
  - a) No.
- 7. Is it sufficient if the GC has insurance to cover the \$10M Excess Liability and \$5M Pollution Liability requirements? As Architects we don’t carry that much excess liability coverage and no pollution coverage.
  - a) It is sufficient that the GC member of the DBE team have the requisite insurance limits and coverage.
- 8. As identified in the information meeting and addendum #1, the building size will be increased from ~18,500SF to ~21,000SF. Please advise if the project construction budget will also be increased to align with the scope of the project.
  - a) The District's Total Design/Build Budget for the project including all elements of design and construction was increased in Addendum #1 to \$21,466,536, an amount which included funds in excess of the original Total Design/Build Construction Budget.
- 9. Please advise if the District is interested in teams presenting add alternates to meet or exceed scope and/or programming.
  - a) The District welcomes add alternates to meet or exceed scope!
- 10. Please confirm that in the case of a respondent listing design/build Mechanical, Electrical, Plumbing and Fire Sprinkler subcontractors in their prequalification that these scopes of work will not need to be competitively bid out.
  - a) DBE teams are required to follow CA Edu. Code §17250.35. While the District cannot provide legal advice, per §17250.35 (b)(3), this would appear to be correct.
- 11. In review of the Student Commons electrical single line diagram E6.1, we note that a pathway for the new gym is not being installed from the new switchgear. Due to the location of the switchgear being behind the new building, it would require extensive demo of new and existing site work to install a pathway. It would be in the District’s best interest to install a new pathway as part of the Student Commons project. Alternatively, we can evaluate if the current pathway to the existing building that will be demoed is adequate for the new gym.
  - a. Please advise on the size and voltage of the existing service at the bldg. to be demoed for the new gym (cafeteria bldg.)
  - a) The existing service is provided via 2-1/2” conduit. The current panel provides a 220A service.

- b. Please advise if a pathway will be installed to service the new gym as part of the Student Commons project.
  - a) The District will provide a pathway to a Christy box at the approximate location indicated in the drawing placed in the Bridging Documents folder. DBE team is expected to bring service from the switchgear through this pathway to the new gym.
- 12. Referencing the RFP, Section 8, page 11 For the preliminary design, please advise if the design can be presented on 17"x11" or larger to better showcase the design. Please also advise if these pages can be excluded from the page count.
  - a) The design may be presented on larger paper stock, provided that an 11x17 copy is also provided. These pages may be excluded from the page count. However, District wishes to impress upon the DBE teams that it expects 3d renderings, flythroughs, etc to be presented at the 10/31 presentation to help it understand the DBE team's vision for the project.
- 13. Article IX, subpart C.10 (Insurance): May the required letter re: Respondent's ability to provide insurance coverage in accordance with the insure requirements in Appendix C come from Respondent's insurance broker?
  - a) Yes.
- 14. Appendix C, Agreement Sections 1.17.20 and 1.17.21 (Contract Documents): Is it possible to obtain copies of the Guarantee Form and Agreement and Release of Any and All Claims for review?
  - a) The Guarantee Form and the Agreement and Release of Any and All Claims document has been uploaded to the Bridging Documents folder on Box.
- 15. Appendix C, Agreement Section 4.9.2 (Temporary Parking): Please clarify extent of obligation of Respondent to furnish temporary parking facilities. We believe this to be non applicable.
  - a) District expects that portions of the work impacting parking should be phased during summer break to the greatest extent possible, but does not expect DBE teams to furnish temporary parking facilities.
- 16. Appendix C, Agreement Section 4.17.1 (Labor Disputes): To the extent available, please provide copy of project labor agreement.
  - a) The District has no PLA.
- 17. Appendix C, Agreement Section 4.18 (Guarantee): Please confirm duration of Respondent's post-completion call-back warranty. The Agreement provides for a two-year duration, which is longer than the industry standard. Please advise if (1) year is acceptable.
  - a) The District requires a two (2) year warranty be provided.
- 18. Appendix C, Agreement Section 7.4.6 (Certified Payroll): Please clarify reference to "Tenant Improvement Payments," which appears to be a defined term, but no definition is provided in the Agreement. Please confirm this is not applicable.

- a) This term is not applicable.
19. Appendix C, Agreement Section 9 (Schedule): Please advise if that District will accept Microsoft Project schedules in lieu of P6 for project schedules. Please advise if the requirement for resource/cost loaded schedules can be omitted.
- a) The District believes that the P6 project schedule is most appropriate for a project of this scale and complexity; resource/cost loaded schedules can be omitted.
20. Appendix C, Agreement Sections 10.1 (Liquidated Damages): Please confirm the daily rate for liquidated damages.
- a) The daily rate for liquidated damages is \$2000.00
21. Appendix C, Agreement Sections 11.2.2.1 (Change Order Markup): Please confirm change order markup percentage for Respondent and subcontractors (including sub-tier subcontractors).
- a) Respondent markup (overhead and profit): 4.5%. Subcontractor markup (overhead and profit): 10%.
22. To limit the cost of insurance for the project and allow more funds to be spent on the building, we recommend altering the insurance requirements. Please advise on the following:
- a. Appendix C, Agreement Section 15 (Insurance): Please confirm whether a contractor-controlled insurance program (CCIP) may be utilized for onsite general liability insurance coverage.
    - a) A CCIP may be utilized provided both its limits and coverage meet the District's requirements.
    - b. Appendix C, Agreement Section 15.1.1 (Professional Liability Insurance): Respondent requests authorization for its professional liability policy deductible to (1) be increased to \$100,000, and (2) that self-insured retention (in lieu of deductible) be permitted.
      - a) Both (1) & (2) are acceptable.
    - c. Appendix C, Agreement Section 15.1.1.2 (General Liability Deductible): Respondent requests authorization for its general liability deductible to be increased to \$100,000 instead of the \$5,000 required by this section.
      - a) This is acceptable.
    - d. Appendix C, Agreement Section 15.1.4 and 15.1.9 (Subcontractor Insurance Limits): No coverage limits are specified for subcontractors. Please provide subcontractor coverage limits, or consider allowing Respondent to have discretion over specifying subcontractor coverage limits.
      - a) See table below for required coverage limits for subcontractors:

Commercial General Liability	Combined Single Limit	\$2,000,000
	Product Liability and Completed Operations	\$2,000,000
Automobile Liability - Any Auto	Combined Single Limit	\$2,000,000
Workers Compensation		Statutory limits pursuant to State law

- e. Appendix C, Agreement Section 15.1.6 (Builder’s Risk Coverage): Please confirm the District’s intention to require Builder’s Risk coverage to be furnished by Respondent to include coverage for terrorism, earthquake and flood, as Respondent needs to identify associated cost implications.
- a) The District requires “All Risk” Builder’s Risk Insurance. For coverage which includes insurance against earthquake, flood, and terrorism we would anticipate a separate quotation at the time of final contract negotiation.
23. Appendix C, Agreement Section 15.1.8.1 (Insurance Certificates and Endorsements): Please confirm whether District intends to management subcontractor insurance certificates and endorsements. In the alternative, consider allowing Respondent to manage subcontractor insurance.
- a) Respondent may manage subcontractor insurance as long as the requirements of 15.1.8.1 are met; namely, that no work begins prior to procurement of insurance and duplicates of complete endorsements or entire insurance policies and certificates indicating the required coverages have been provided to the District.
24. Appendix C, Agreement Section 15.1.8.3 (Additional Insured Endorsements): Respondent notes that it is not possible to obtain additional insured endorsements for professional liability insurance. Section language should be modified accordingly.
- a) District will research and address issue at time of contracting with DBE.
25. Appendix C, Agreement Section 15.1.8.8 (Occurrence Forms): This section requires all policies to be written on occurrence forms. It conflicts with Section 15.1.8.5 which allows for claims-made forms. Please confirm that claims-made forms will be permissible for professional liability coverage.
- a) Claims-made forms are permissible for professional liability coverage.
26. Appendix C, Agreement Section 15.1.8.9 (Coverage Rating): Respondent can provide coverage with the specified AM Best Rating of A:XI. However, this requirement will be difficult to achieve for certain subcontractors, including DBE/SBE/LBE/VBEs, and cannot be achieved for subcontractors with workers compensation insurance coverage through the State Compensation Insurance Fund (which currently does not have an AM Best Rating). Please consider waiving this requirement for subcontractors.

- a) District will waive this requirement for subcontractors insured through the State Compensation Insurance Fund; other subcontractors should procure insurance from insurers with a Best's Financial Strength Rating of A: XI.
27. The Proposal Requirements Format says that we are to include tabs with headers for each section of the proposal. However, Section 7 (Price Proposal) is to be included in a separate, sealed envelope, so there won't actually be this section in our proposal. Do we just exclude this section from our proposal and tabs? Same goes for Section 10 (Insurance), as this is to be included in the Appendix.
- a) Tabs are not required for sections which are not a part of the bound proposal or which are to be included in a separate section of the proposal.
28. Are Appendix D-1 and D-2 certifications (Section 12) required to be signed by both the contractor and architect?
- a) Signed by the representative of the DB entity submitting.
29. Are the insurance requirements and letter from an insurance company (Section 10) required to be obtained by both the contractor and architect, or can it just be obtained by the contractor given they are the prime?
- a) See response to Question #7.
30. Can the following items be included in the Appendix portion of our Proposal so as to not contribute to the 25-page limit?
- a. The 6 resumes of our key personnel asked for in Section 4
  - b. Section 8, Design Presentation
  - c. Section 12, Appendix D-1 and D-2 signed certifications
- a) Teams may include these sections in the Appendix of their proposal.
31. Can you provide more information on the desired format and topics for the interview on 10/31?
- a) The District leaves it to DB teams to decide how best to present their vision for meeting the districts needs and desires in an adept, adroit manner; District expects renderings and flythroughs to be integral to their presentations. With respect to topics for interview questions, DB teams should anticipate questions about any and all aspects of the DB team, project approach, and its proposed design during and after their presentations.
32. On page 8, under the Proposal requirements, it asks for material to be 8 1/2 x 11 format except Project Building & Site Design Presentation. For the Project & Site Design presentation, what format are you looking for?
- a) See response to question #12.
33. Do you want Appendixes D-1 and D-2 under the Appendix section or under the Certification section?

- a) As stated in the RFP, the Non-Collusion Declaration & Iran Contacting Act Certification, which are located in appendix D-1 & D-2 of the RFP respectively, should be located in Certification section of the bound proposal.

34. Is vehicle charging station project to be completed prior to Gym and Frontage Project? If so, can elements of it be considered for relocation?

- a) The vehicle charging station will be completed prior to beginning of construction of the Gym & Frontage Project; team's may consider relocation as part of their design. The District is in the process of reducing the number of charging stations to 16. We anticipate that the chargers in the student parking lot will remain.

[END OF ADDENDUM]