



## RFQ – Architectural Services

### Questions & Answers August 15, 2013

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1. Request for Qualifications Page 2, II General Instructions. Statements of Qualifications are limited to 30 pages. Are the 30 pages inclusive of Attachments A & D?

**No**

2. Request for Qualifications page 6, Item D: How does the District differentiate between Low Voltage and Technology?

**Presently, the District differentiates Low Voltage as fire/intrusion alarms, security cameras; and Technology as VoIP, fiber optic and Ethernet ports. However, as technology continues to accelerate into more areas of our environment, we anticipate more systems to be technology driven in the future.**

**The District's expectation is for consultants to communicate with district staff in our Technology Services and Facilities Maintenance Departments during the design phase to ensure consistency and continuity with district protocols.**

3. Master Agreement Page 13, Section 1.9: When, at the District's discretion, the project scope is reduced but design work has been expended by the Architect, will the Architect's compensation be reduced based solely on the final construction cost?

**No. Architect's compensation will be based on work performed to date; and work to be performed based on reduced scope of work.**

4. Master Agreement Page 15, Section 4.4: The requirement "To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation, list of all activities performed and specify to which phase the Architect's work listed in Section 4.1.1 it relates, and for each activity performed list the person performing it and the person's rate of compensation" pertain to a fixed fee compensation and/or an hourly rate (time and materials) compensation?

**Properly submitted invoices apply to all forms of compensation.**

5. Master Agreement Page 16, Section 4.5: Would the District make a claim rather than withhold payment for "However, District may withhold from payment to the Architect ... (ii) Wrongful Acts or Omissions ..."?

When payment is withheld due to an architect's error or omission and when that payment exceeds the architect's professional liability insurance deductible, the architect cannot seek "reimbursement" from the professional liability insurance. The architect's professional liability insurance cannot, in this instance, provide the coverage/payment it is intended to provide.

On the other hand, when a district makes a claim, due to an architect's error or omission and that claim exceeds the architect's professional liability insurance deductible, payment on the claim can be made by the professional liability insurance. A claim will permit the architect to rely on the professional liability insurance coverage as the insurance is intended to provide.

**Regarding Section 4.5 of the Master Agreement (p. 16), as you will note, this is a discretionary remedy at the election of the District. As for an architect's errors or omissions policy, according to our legal counsel, it is the architect that makes a claim with its insurer, not the District. Should the District exercise this discretionary remedy, and it implicates the architect's coverage under its E&O policy, the architect, not the District, should be notifying its insurer (carrier) of any claim for coverage.**

6. Master Agreement Page 17, Section 5.1.4: Does the sentence "Any such adjustments shall not affect Architect's compensation until bids are received and accepted" mean that the District will adjust the Architect's compensation (increase or decrease) based on the final construction cost?

**Architect's compensation may be adjusted based on the bid amount/award, and again on final construction cost.**

7. Master Agreement Page 20, Section 5.5.1: Can the Architect rely on existing record drawings and utility company information to "... prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines ..." given the stipulation of Section 5.1.6?

**No. District needs Architect to "...investigate existing conditions and thoroughly account for..."**

8. Master Agreement Page 23, Section 5.7.8: Because the Architect does not have any contractual relationship with the Contractor and the Architect is not continuously on the construction site, can "... and shall guard the District against defects and deficiencies in the work of the Contractor" be changed to "... and shall endeavor to guard the District against defects and deficiencies in the work of the Contractor"?

**No. The language will remain as written. The District relies on the Architect and Inspector of Record to assist in protecting the District against defects and deficiencies by ensuring Contractor's compliance with the Contract Documents.**

9. Master Agreement Page 29, Section 8.2: Article 8 refers to general liability and property damage insurance. Within that context, what is meant by "... errors and omission (exclusive of design professional liability)". Errors and omission is a common term for professional liability insurance. Errors and omission insurance is the same as professional liability insurance. Professional liability insurance is separate and distinct from general liability insurance. General liability insurance does not provide professional liability insurance coverage.

**You are correct. This appears to be an editing error and will be corrected. The verbiage "...errors and omission (exclusive of design professional liability)..." will be deleted from the Master Agreement.**

10. Master Agreement Page 29, Section 8.3: Our insurance broker can provide notification to the District of the cancellation of insurance coverage but cannot provide notification of the reduction of coverage. Can the notification of coverage reduction be made a contractual obligation of the Architect in lieu of the insurance company?

**Yes**

11. Master Agreement Page 31, Section 10.1: Our insurance carrier has approved a \$100,000.00 deductible for our professional liability insurance. Can the \$75,000.00 maximum deductible stipulation be change to \$100,000.00?

**We will negotiate the deductible amount for professional liability insurance on a project by project basis.**

12. The deductible in Article 10 is not available to firms of a certain size. Our minimum deductible is \$200,000. We can't even buy a lower deductible. We can increase the limits from \$2M/\$2M to \$4M/\$4M to gain you more coverage in the event of a claim, but the deductible cannot be lowered. Some smaller firms may be able to achieve this lower deductible, but they won't have the same assets in the event of a claim. Does deductible matter provided the appropriate coverage is provided?

**Please see answer to Number 11 above.**

13. Section 5.7.20. Is the added value portion of the change order (for which the architect would have to "pay") placed in the context of the standard of care? If, for example, there are no changes attributable to the architect; then one occurs, the District would expect us to pay added value costs despite a near perfect performance? Because this Article does not reference "negligence" as the standard, this expectation sets a very high standard of care. Can you clarify?

**The same standard of care that applies to the original design would likewise apply to change orders.**

14. Are Attachments A & D excluded from the page count?

**Yes**

15. Do you anticipate any CHPS or LEED for Schools projects with regards to this Scope of Work?

**Yes, we anticipate such projects in the future.**

16. I am writing to inquire if there has been any Addendums released for the Sacramento City USD RFQ for Architectural Services. The RFQ states to check the District website, but it doesn't state where to check.

**No addendums have been issued, just these Questions & Answers. Please check for updates at [www.scusd.edu](http://www.scusd.edu) > Offices > Contracts Office > Requests for Proposals/Qualifications.**

17. I'm writing to enquire (sic) about any questions and responses to the RFQ? Are there any? I did not see any posted on the District website.

**We experienced technical difficulties with the [architectrfq@scusd.edu](mailto:architectrfq@scusd.edu) email address that questions were to be sent to. For some reason, they weren't coming through. That issue has now been resolved and questions and answers are posted to website above. We apologize for any inconvenience.**

18. Are the required attachments (A&D) excluded from the page count?

**Yes. See Answer to Number 1 above.**

19. Can the resumes be placed in an appendix, and if so, are those excluded from the page count?

**Yes and Yes**

20. Is the intent of the RFQ for Architectural Services to limit the response to architectural firms exclusively?

**Any architect/engineer may respond to the RFQ. This includes Landscape Architects.**