



LODI UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS/GMP (RFP/GMP #0893-8993)

for

DESIGN-BUILD SERVICES

Addendum No. 4

December 5, 2018

Owner: Lodi Unified School District
1305 E. Vine Street
Lodi, CA 95240

Construction Manager: Capital Program Management, Inc.
1851 Heritage Lane, Suite 210
Sacramento, CA 95815

This Addendum has been prepared to clarify, modify, delete, or add to the RFP and revisions to items listed here shall supersede description thereof prior to the above stated date. All conditions not specifically referenced here shall remain the same.

Acknowledge receipt of this addendum by inserting its number and date in the cover letter of the Request for Proposals response.

All addenda items refer to the RFP issued October 11, 2018 unless specifically noted otherwise.

**LODI UNIFIED SCHOOL DISTRICT
RFP/GMP for DESIGN-BUILD SERVICES**

ADDENDUM NO. 4

PART I. Request for Proposals

- **The RFP due date has not changed. Proposals are due Thursday, December 13, 2018 by 2:00 p.m. and delivered to:**

**Lodi Unified School District
1305 E. Vine Street, Lodi, CA 95240
Attn: Vickie Brum, Planning Analyst**

PART II. RESPONSES TO DBE QUESTIONS

- **Follow-Up Questions to Addendum No. 3:**
 - **Question 36:**
 - Q. What should we figure at this time for the storm, water and sewer POCs? With this questions and others referring to the Civil Conceptual drawings there is very little to go by especially on the underground utilities. With this being out of our control should we list the “Underground Utilities” as an allowance item?
 - A. Yes, for the car wash area only, show the underground utilities as an Allowance.
 - **Question 37:**
 - Q. It appears that the storage containers sit off of the paved area. Is it acceptable for them to sit on native soil or do they need to sit on AC or concrete?
 - A. Storage containers to be placed on 4”AB/6” Concrete (3,000PSI) with #4 rebar 18” OC.
 - **Question 38 (2nd question 38 on page 7 of 14):**
 - Q. was the answer to read “fully welded exterior frames” in lieu of “fully welded interior frames”. We would recommend welded frames at the exterior and shop areas and knock-down or timely at the interior office space. This is a maintenance, weather and security concern.
 - A. Provide welded frames for exterior doors, and 18 gauge knock-down “Timely” frames for interior doors.
 - **Question 44 (2nd question 44 on page 8 of 14):**
 - Q. Is this referring to the first question 50 and the insulation at all partition walls?
 - A. Yes.

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ADDENDUM NO. 4

PART III. Clarifications to Addendum No. 3

- Refer to Addendum 3, page 12, Automotive & Shop Equipment:
 - Delete items #88-131 from Addendum 3.
 - Add the following, “For equipment or fixtures for which the Design Build Entity wants to propose a substitution as an or-equal, submit a substitution request using the Construction Specifications Institute Substitutions Request form at least 7 days prior to bid.”

Part III. List of Attachments to the RFP

- Appendix K, CAD Release Form (SVA)
- Appendix L, CAD Release Form (ARS)

End of Addendum No. 4



APPENDIX K

Date: TBD

Re: **Agreement and Release for Use of Digital Files (the “Agreement”)**

Dear: TBD

Pursuant to your request, SVA Architects (SVA) is providing you the digital files for the [Project name] (the “Project”). Your use, distribution, publication, or reproduction of the files constitutes your agreement to comply with the following terms and conditions. Please note that by opening, installing, copying, or otherwise using the files, you are confirming your agreement to all of the terms and conditions provided herein and are subsequently bound thereby.

The electronic files provided by SVA are for convenience and use in the preparation of drawings related to the above-referenced Project, only, subject to the following terms and conditions:

Electronic CAD/BIM files are compatible with SVA AutoCAD/REVIT software and hardware. SVA makes no representation as to the compatibility of these files with other software or hardware.

Data contained on these electronic files is part of SVA’s instruments of service and shall not be used by anyone for any purpose other than as a convenience in the preparation of your drawings for the Project. The information provided shall not be copied, released to any other party or modified without the written consent of SVA. Any use, reuse or modification by you or by others, will be at your sole risk and without liability or legal exposure to SVA.

SVA will not be responsible for viruses that may be contained on these files. It is the responsibility of the undersigned to scan for viruses prior to use. SVA will not be responsible for software errors that may affect the information or performance of the information included in these files.

By opening, installing, copying, or otherwise using the attached files you agree to make no claim and hereby waive, to the fullest extent permitted by law, any and all claims and causes of action of any nature against SVA, its affiliates, officers, directors, employees, agents, consultants and subconsultants in connection with or that may arise out of the use or modification of the electronic files. Furthermore, you agree, to the fullest extent permitted by law, release, defend, indemnify and hold SVA and its affiliates, officers, directors, employees, agents, consultants and subconsultants harmless from any and all claims, suits, damages, losses and expenses, including reasonable attorneys’ fees, arising out of or resulting from the use or modification of these electronic files.

Electronic files are not contractual documents. Significant differences may exist between electronic files and hard copy contractual documents due to addenda, change orders or other revisions. SVA makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a



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conflict arises between the signed contract documents prepared by SVA and electronic files, you are not relieved of the duty to fully comply with the contractual documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate their work with that of other contractors.

By providing these electronic files SVA is not waiving, expressly or impliedly, any intellectual property rights they have or may have in the electronic files. All intellectual property interests in and to the electronic files are governed by the contract between SVA and its client and/or applicable law.

Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, SVA reserves the right to remove all indications of its ownership and/or involvement from each electronic display.

By opening, installing, copying, or otherwise using the attached files you are agreeing to be bound to the foregoing terms and conditions and agree to be bound thereby. If you do not agree to the terms of this agreement, SVA is unwilling to allow the use of these files to you. In such event, you must not open these files and must return them promptly to SVA.

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Electronic Files Agreement and Release of Liability

This agreement entered into on this _____ day of _____, 2018 by and between A.R. Sanguinetti & Associates (ARS) and _____ (user).

ARS has agreed to provide an electronic copy of the AutoCAD files as requested by _____ (user) for the following project: _____.

This electronic file is provided for the convenience of the user and is not a part of the contract drawings and specifications for this project. This electronic file may not contain the full, complete and current information that is contained on the project construction plans and specifications that have been signed, sealed, printed and distributed through the proper distribution procedure established by the owner, project manager, architect and contractor for this project (herein after referred to as the ("contract drawings")). The information shown on the most current "contract drawings" shall supersede any information contained in the electronic file(s). The information contained in the electronic file must be verified against the most current architectural, structural, electrical, plumbing, landscape, utility, civil, survey, mechanical and any other "contract drawings". The "contract drawings" for this project may be revised during the course of the design and construction of this project either by hand or computer drafting methods. The release of this electronic file will in no way obligate ARS to provide updated electronic files in the future.

The user hereby agrees as follows:

1. That the user shall use the information contained on this electronic file at his sole and complete risk.
2. That the user will verify all information contained in this electronic file, including, but not limited to: horizontal locations of features, sizes and locations of buildings, locations of underground and above grade utility lines, utility service points, utility stubs to buildings, grades, survey control information elevations, property line information, line work, text, building pad sizes, sidewalks, contours and joint trench facilities and report any discrepancies to ARS immediately.
3. In consideration for providing the electronic files listed herein to the undersigned company and its agents, officers and employees, the undersigned company and its agents, officers, directors, employees, successors or assigns agrees and covenants not to sue or otherwise institute legal action or process against ARS., its agents, officers, directors, employees, successors or assigns, pursuant to any alleged act or omission by ARS., or its agents, officers, principals or employees, with respect to their disclosure or transmission of the listed electronic files provided by ARS to the undersigned company.
4. In the event that ARS becomes a participant in, or is threatened to be made a participant in a legal proceeding by reason of, or arising in part out of, any alleged act or omission by ARS, or its agents, officers, principals or employees, with respect to their disclosure or transmission of listed electronic

files provided by ARS herein to the undersigned company or its employees or agents or from the use or misuse of the information contained in the aforementioned electronic files, the undersigned company hereby expressly agrees to indemnify, hold harmless and defend ARS., including its agents, officers, directors, employees, successors or assigns, from any and all liability, legal actions, back charges, project delays or costs, errors or omissions or costs of defense with respect to any action, complaint or proceeding instituted against ARS, or its agents, officers, directors, employees, successors or assigns, relating to the disclosure or transmission of the aforementioned electronic files or the use or misuse of the information contained in the aforementioned electronic files.

5. That the user understands that the information shown on the most current set of “contract drawings” is to govern all work on this project.

6. That the user agrees that this electronic file is furnished for the sole use of the user and the user agrees that they will not distribute a copy of this electronic file for any reason whatsoever to any third party.

7. That the user understands that the physical location of the property lines, easements, survey monumentation and survey control are defined in other recorded maps, field survey documentation, boundary surveys, or title documentation. The user agrees that they will not rely on the information contained in this electronic file to establish the locations or configurations of any real property boundaries.

We hereby agree to the terms and conditions contained in this document:

Company Name: _____

Address: _____

Signed By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

List of Electronic Files:

1. LUSD – 880 Guild Ave. Maintenance Facility – Conceptual Civil Criteria Plan
2. _____
3. _____
4. _____
5. _____