

ADDENDUM NO. 2

(Issued July 17, 2024)

Request for Qualifications and Proposals (“RFQ/P”) for Geotechnical/Geohazard Consulting Services

Re: Coliseum College Prep Academy (“CCPA”) Project

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the statement of qualification documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown;

Question #1:

The RFQ states: “Consultants may also be subject to the District’s Project Agreement. The full version of OUSD’s latest Project Labor Agreement can be found by going to the following link: <https://www.ousd.org/facilities-planning-management/opportunities/local-hiring/2021-project-labor-agreement-pla>”

The PLA states “This agreement covers ... including geotechnical and exploratory drilling conducted after bid ...”

Will the work solicited by this RFQFP performed at the project site be subject to the OUSD Project Labor Agreement?

District Response #1:

Yes, the scope of work solicited in the RFQ/P shall be subject to the OUSD’s PLA according to Article 2 (Scope of Agreement) Section 2.4 (Covered Work).

Question #2:

The RFQ/P states in section 1.3, “The 15-page limit shall address Sections 2.1 thru 2.5 below.” Section 2.5 states, “This additional data shall be in an Appendix and will not be counted in the fifteen page limit.”

Will the Additional Data in section 2.5 will count towards the page limit?

District Response #2:

Section 1.3 shall be corrected to read “the 15-page limit shall address Sections 2.1 thru 2.4 below.” Therefore, Additional Data placed in Section 2.5 will not count towards the 15-page page limit.

Question #3:

Do dividers and cover pages count towards the 15 page limit?

District Response #3:

No, dividers and cover pages will not count towards the 15-page limit.

Question #4a:

With respect to the indemnity obligations in the District’s Sample Agreement, is the District willing to negotiate the provision for compliance with Civil Code section 2782.8?

District Response #4b:

The District does not believe Civil Code Section 2782.8 is applicable.

Question #4b:

Article 10.3 of the Sample Agreement requires that the Professional Liability policy provide primary and non-contributory coverage however no such coverage exists for a Professional Liability policy as a Professional Liability policy only covers the Named Insured Party (the Engineer). A Professional Liability policy does not

extend coverage of any kind to a third party, such as Oakland USD. By default, a Professional Liability policy *cannot* provide primary coverage to a third party and the third party's coverage must contribute. Additionally, Article 10.3 requires the Professional Liability policy provide separation of insureds coverage, which does not exist for any Professional Liability policy as it does not provide coverage to third parties. Given the foregoing, is the District is open to deleting Article 10.3 entirely?

District Response #4b:

The District will not delete Article 10.3 from its Agreement. The District is always listed a third party as an additionally insured party.

Question #4c:

Article 10.1 of the Sample Agreements requires that the Professional Liability deductible not exceed \$10,000. Is the District open to accepting higher deductibles based on a firm's size (such as a deductible of \$150,000 per claim which is reasonable and common for a firm of our size)?

District Response #4c:

The District has imposed that not-to-exceed \$10,000 deductible in all its Agreements.

Question #5:

Can you please reconfirm the square footage of the footprint of the new gymnasium, new classroom building, and new restroom/elevator structure? We don't calculate the same square feet for each buildings.

District Response #5:

The Schematic Design indicated that the Gymnasium's footprint as 16,597.70 s.f. and the Classroom Building's footprint (including the elevator/restroom tower) as 13,109.97 s.f.

Question #6:

Item #7 in the Scope of Services requests "copies of California certificates with the Statement of Qualifications". Are you requesting that we provide scans of our licenses as attachments to our proposal?

District Response #6:

Yes. Place in Appendix section of proposal.

Question #7:

Item #10 in the Scope of Services includes providing construction oversight services. If selected, we will provide construction oversight, however, our fees depend on the number and duration of site visits. Are you requesting that we provide an estimate fee or can we provide a scope and fee after the project has been designed and a construction schedule is available?

District Response #7:

Base the construction oversight portion of the fee on the following schedule: Start of construction on March 12, 2026 with completion of construction on August 9, 2028.

Question #8:

Should prevailing wages be applied to applicable services in our fee estimate?

District Response #8:

See District Response #1.

RECEIPT OF THIS ADDENDUM (AS WELL AS PREVIOUSLY ISSUED ADDENDA) MUST BE ACKNOWLEDGED IN THE SUBMITTAL).