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Contracts Office**

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ADDENDUM NO. 2

Date: January 8, 2026

Issued by: Sacramento City Unified School District

Project: RFP #0495-434 Will C. Wood Middle School Modernization

This addenda shall supersede the original Information, attachments, and specifications regarding **Project #0495-434** where it adds to, deletes from, clarifies or otherwise modifies them. All other conditions and any previous addenda shall remain unchanged.

Part A – Design-Build Documents

01.01: RFQ Section IV Scope of Design-Builder's Work: 2nd bullet revise as follows:

Provide full design and engineering services (including, without limitation, ~~geotechnical and survey services~~) necessary to complete the design and secure approval for the Project from all agencies (including, without limitation, DSA) and in accordance with the District's design standards and criteria documents attached as **Exhibits A1 and A2 hereto**. Design services generally required are evaluation of the site and of the design criteria documents and other Project-related information; preparation of a preliminary schedule and preliminary estimate; coordinating and obtaining all planning permits; preparing design development documents, including supporting the District's design review process; attending design review meetings and resolving review comments to the satisfaction of the District; preparing construction documents; securing design approval of DSA and other agencies; preparing bid packages and bidding the trade work (as addressed further below); preparing and submitting an acceptable Guaranteed Maximum Price ("GMP") proposal within the District's expected cost range for the Project and based on the bids/proposals received for the trade work; and performing all construction administration services through final completion of the Project.

01.02: Exhibit E: Progressive Design Build Agreement: Article 3 Design-Builders Representations, Services, and Responsibilities:

3.5 Design Development Services, Subsection 3.5.2 General, 3.5.2.1: Design-Builder shall provide full design and engineering services (including, without limitation, ~~geotechnical and survey services~~) necessary to complete the design and secure approval of all agencies, including, without limitation, DSA, for the Project and in accordance with the District's Facilities Master Plans' Guiding Principles for design and the design/performance criteria.

01.03 – Attached please find WCE survey.

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Part B – RFQ Questions

Q1: Please confirm if all documents issued and/or referenced in the RFQ stage are to be considered part of the RFP? Also please confirm that If a document has been re-issued in the RFP stage it will render the same RFQ document VOID?

District Response:

All documents received by the district from a respondent will be used to determine best value.

Q2: Could you please provide a list of personnel who will be attending the 90-minute Confidential Meeting on January 12th?

District Response:

The meeting will include various district facilities staff and program representatives.

Q3: On Page-11 of the RFP, Exhibit-E it tells the Design-Builder that Construction shall not exceed \$92,590,000. In an effort to understand what this number needs to cover, could the District please detail the exact scope they understand the remaining \$5,910,000 needs to cover? IE: anything not in the \$5,910,000 is in the Construction Cost?

District Response:

The district has budgeted a total GMP price of \$98,500,000 which includes all design and construction costs.

Q4: On Page-129 of RFQ Exhibit-D starting on Line-20 thru 26. Please confirm that the District is willing to remove this last paragraph of General Conditions - Section - 2.05 because is requires Design-Builder to make an advance waiver of equitable rights and remedies? This language requires Design-Builder to waive rights that the District retains, which is not required in other industry standard (AIA and DBIA) forms of agreement, and creates an imbalance that prevents parties from effectively collaborating to manage and allocate risks.

District Response: The district rejects the requested change.

Q5: On Page-16 of RFP Progressive Design-Build Agreement please clarify the meaning of "work not required to be bid" in Section 3.7.2? The assumption is that "Work not required to be bid" would include scopes with values less than \$15k per Section-3.7.1.1, all Self Perform Work and all Subcontractor Design-Build work. The assumption is that "Work not required to be bid" would need to conform to Page-3 of 20 of the RFQ in the 4th Bullet where it advises that the Design-Builder shall submit sufficient information to establish that it's price is competitive and reasonable in the area.

District Response: All work shall be bid in accordance with 3.7.1.1; there is no circumstance in the contract for work not to be bid. Self performance work shall be bid by providing to the district 48 hours in advance the GC bid for work prior to subcontractor bids being due.

Q6: On Page-10 of the RFP Progressive Design-Build Agreement, please confirm that Section 3.3.1 can be revised (to be consistent with DBIA contract language and is industry standard for design build agreements) as follows:

3.3.1 Except as provided in Section 3.3.2, Design-Builder acknowledges that the District's Performance Criteria are conceptual in nature and that Design-Builder is responsible for identifying any errors, omissions, or defects in the District's Performance Criteria that

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reasonably can be identified through the design and/or construction process, and that it has satisfied itself regarding the adequacy and accuracy of design information contained in the District's Performance Criteria. Design Builder agrees to assume all risk and sole responsibility for all conditions in or among the various parts of the District's Performance Criteria of which Design-Builder but did not report that (i) constitute errors, omissions, conflicts, ambiguities, or violation of applicable laws, or (ii) are unsuitable for construction.

District response

The district rejects the requested change.

Q7: On Page-11 of the RFP Progressive Design-Build Agreement please confirm that the District will permit the addition of Section-3.4.4 language below so this agreement is consistent with DBIA contract language and is industry standard for design build agreements:

Proposed 3.4.4 Section 3.4.2 and Section-3.4.3 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent, copyright, or other intellectual property rights (i) relating solely to a particular process or product of a particular manufacturer specified by the District and not offered or recommended by Design-Builder to the District; (ii) equipment or products procured by the District or anyone for whose acts the District may be liable, including its separate contractors; or (iii) arising from modifications to the Work by the District or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, the District shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless the District in Section 3.4.2 above.

District Response: The district rejects the requested change.

Q8: On Page-11 of the RFP Progressive Design-Build Agreement please confirm that the District will permit Section 3.4.2 to be revised to read as follows so it is consistent with DBIA contract language and is industry standard for design build agreements:

3.4.2 Design-Builder shall indemnify, defend, and hold the District harmless against any claim, suit, or action, or any alleged violation or infringement of patent rights, copyrights, or other intellectual property rights which may be made against the District by reason of the use in connection with or as a part of the Project anything which is now or may hereafter be covered by patent, copyright, trademark, or other intellectual property rights, and also against all expenses, including reasonable attorneys' fees and expert witness' fees, which the District may incur in defending or adjusting any such claim, suit, or action.

District response: The District will accept "reasonable" added before "attorneys' fees."

Q9: On Page-121 of the RFQ Exhibit-D General Conditions Section 11.16 starting on Line-14 please confirm the District will permit the following language to be added so it is consistent with DBIA contract language and is industry standard for design build agreements:

This Section 11.16 shall not be applicable to any claim, suit, or action, or any alleged violation or infringement of intellectual property rights (i) relating solely to a particular process or product of a particular manufacturer specified by the District and not offered or recommended by Design-Builder or its Design Consultants; or (ii) arising from modifications to the Project by the District after acceptance of the Project. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the

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same extent Design-Builder is obligated to defend, indemnify and hold harmless the District per this Section 11.16.

District Response: The district rejects requested change

Q10: On Page-20 and 21 of the RFP Progressive Design-Build Agreement Exhibit-E please confirm the District will permit Section 5.2, 5.3, and 5.7 to be revised to read as follows so it is consistent with DBIA contract language and is industry standard for design build agreements:

5.2 Upon the District's payment in full for all Work performed under the Contract Documents, Design-Builder grants the District an irrevocable license and right to use all or any part of the Instruments of Service, at the District's sole discretion and with no additional compensation to Design-Builder, for all purposes the District may deem advisable in connection with completion and maintenance of, and additions to, modifications to, or modernizations of the Project; provided, however, that, if the Instruments of Service are altered without the involvement of Design-Builder or this Agreement is terminated for any reason prior to completion of the Project, then the District agrees to release Design-Builder from any responsibility for the alterations or conformance of the incomplete portions of the Project to the Instruments of Service and to hold Design-Builder harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements) relative to claims arising out of alterations to the Instruments of Service or use of incomplete Instruments of Service and as a result of causes other than the fault or negligence of Design-Builder or anyone for whose acts it is responsible. In no event is the District's right to recover for latent defects or for negligent errors or omissions of Design-Builder waived or limited.

5.3 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, or modify any and all Instruments of Service and any intellectual property rights therein for this Project only. The District acknowledges that notwithstanding any other provision contained herein, Design Builder's Design Consultants shall retain the absolute right to use and re-use standard and non-project specific graphics, details, specifications, requirements, notes and other provisions included in the Instruments of Service on other projects for other clients and at any time as part of its ongoing professional practice. Design-Builder shall require any and all of its Design Consultants, subconsultants, and Subcontractors who perform design services to agree in writing that the District is granted a non-exclusive and perpetual license for Instruments of Service they prepare pursuant to this Agreement consistent with this section 5.3.

5.7 Design-Builder shall not re-use the Instruments of Service without the prior written consent of the District, provided, however, the Design-Builder's Design Consultants may re-use standard and non-project specific details as specified in Section 5.3 above. Any unauthorized re-use of the Instruments of Service by Design-Builder shall be at Design-Builder's sole risk and without liability to the District. Design-Builder agrees to indemnify and hold the District harmless against any damages, liabilities, or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use of the Instruments of Service.

District Response: The district rejects requested change.

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Q11: On Page-184 (starting at Line-19) Section 17.02 and Page-196 (starting at Line-3) Section-22.01 of the RFQ Exhibit-D General Conditions please confirm the District will permit the Design Builder's warranty obligations and the guarantee to repair period referenced in General Conditions sections 17.02 and 22.01 will begin at either beneficial occupancy or Substantial Completion whichever is encountered first?

District Response: The district rejects the requested change.

Q12: On Page-181 of the RFQ Exhibit-D General Conditions Section 15.10C starting on Line-29 please confirm the District will permit the Design-Builder to stop work in areas with suspected Hazardous Material, even in the event of a dispute as to whether the conditions involve Hazardous Material, until it is determined that work can safely continue? As currently drafted, language in General Conditions section 15.10(C) suggests that Design-Builder must proceed with work involving potentially Hazardous Material while reserving rights in case of a dispute, which is a potential safety hazard.

District Response: It is expected the Contractor follow all laws and procedures involving hazardous materials. The district is not responsible for means and methods.

Q13: On Page-177 of the RFQ Exhibit-D General Conditions Section 15.01(b) starting on Line-12 please confirm that District will revise General Conditions § 15.01(b) to remove the requirement that "Design-Builder or Subcontractors be unable to "reasonably foresee" or "reasonably infer" changes in applicable law? The proposed change will encourage greater market participation by subcontractors and vendors, as these provisions are flowed down to lower tiers.

District Response: The design-builder is expected to have professional knowledge of pending legislation or regulatory changes that are public record at the time of GMP

Q14: On Page-210 of the RFP Progressive Design-Build Agreement Exhibit-E Section-VI please confirm that CA PCC 7105 will apply to this project which will limit Design Builder's liability for Acts of God (earthquake greater than 3.5 magnitude and tidal wave) to 5% of the contract value?

District Response: Public Contract Code applies as applicable.

Q15: On Page-20 of the RFP Proposal Bond Form Exhibit-H in Line-29 please confirm if the District will allow for execution of the contract to be within 10 Work Days of the date of Districts' Notice of Intent to Award to Principal?

District Response: The selected respondent may request an extension for consideration by the district as necessary.

Q16: On Page-206 of the RFQ Exhibit-E Insurance Requirements Section IV.A.4. Please confirm the District will permit this section to be modified to a policy that is commercially available. As written this coverage is not commercially available because it requires Design Builder's project specific professional liability coverage to protect, defend and hold harmless the District and others from all claims arising out of the professional services provided by Design Builder under the Contract Documents. The policy is to also provide coverage for the Design Builder's entire design team for the Project. Professional liability policies are intended to provide coverage for the entity that is performing the professional services and will not provide / extend coverage or defense to any other designer or owner entity as an insured or additional

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insured. Further, adding another entity as an additional insured would nullify coverage under the policy due to an insured v. insured exclusion included on all professional liability policies which disclaims coverage if one insured brings a claim against another insured under the policy.

District Response: Insurance requirements for the Contractor acting as the Design Build Entity are listed in the Progressive Design Build Agreement, Exhibit E, Section IV. Insurance requirements for the design team acting as subcontractors/subconsultants to the Design Build Entity [Contractor] are listed in the Progressive Design Build Agreement, Exhibit E, Section V. The respondent needs to consult with an appropriate insurance or legal services provider to address any requirements of this document.

Q17: On Page-210 of the RFQ Exhibit-E Insurance Requirements Section VI. Please confirm the District will permit revising the Extra Expense Coverage under the Builder's Risk to be subject to a \$5M maximum? The 20% requested at \$98.5M in contract value will be difficult to commercially procure and negatively effect the available Cost of Work.

District Response: Builder's Risk Insurance costs will be deferred until the time of GMP when scope and construction costs can be clearly identified. See proposal form **Cost of Bonds and Insurance....

Q18: On Page-211 of the RFP Progressive Design-Build Agreement Exhibit-E Section VI.B please confirm that the District will permit striking out Architect from this provision as we have been informed that Builder's Risk carriers will not agree to waive subrogation against Architects and Engineers?

District Response: Insurance requirements for the Contractor acting as the Design Build Entity are listed in the Progressive Design Build Agreement, Exhibit E, Section IV. Insurance requirements for the design team acting as subcontractors/subconsultants to the Design Build Entity [Contractor] are listed in the Progressive Design Build Agreement, Exhibit E, Section V. The respondent needs to consult with an appropriate insurance or legal services provider to address any requirements of this document.

Q19: On Pages-151(Section-10.03), 194 (Section-21.05) & 210 (Section-VI) Sections 10.03 & 21.05 of the RFQ Exhibit-D General Conditions please confirm that the District will permit a phased release of the Builder's Risk policy such that Design Builder need only carry a full Builder's Risk policy on portions of the Work that are under construction and not substantially complete or beneficially occupied? Given that the District may take possession of the Work earlier than final acceptance this revision should achieve significant cost savings for the project and eliminate potential gaps in coverage.

District Response: The district rejects the requested change.

Q20: On page 8-9 of the RFP, the respondent is required to explain any personnel changes from the SOQ submission. If a change in personnel is necessary, please confirm you would like us to include a resume as an appendix (not counted in the final page count) to the RFP submission.

District Response: The respondent was forwarded to the RFP stage based on the team proposed to the district. The respondent may propose a change, but the district may disqualify the respondent due to the change.

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Q21: Could the District please provide available as-built drawings for the Will C. Wood Middle School Campus?

District Response: Yes.

Q22: Exhibit 1 to the Price Proposal: Please consider removing #39 "Security Guards/Watchmen". This can be determined as part of the GMP based on the project needs.

District Response: The district rejects the requested change.

Q23: Exhibit 1 to the Price Proposal: Please consider removing #42 "Final cleaning". Ideally this could be competitively bid and part of the GMP.

District Response: The district rejects the requested change.

END OF ADDENDUM NO. 2

Acknowledgement of this Addendum will be required at time of RFP submission.