



Responses and Clarifications to  
RFQ No. 213 - FULL SERVICE  
ARCHITECTURAL AND ENGINEERING SERVICES  
At San Bernardino High School – Building M “Maker Space” Project

1. Q: What is the deadline for submittal of questions?

A: SBCUSD has accepted RFP 213 related questions as submitted through May 25<sup>th</sup>, 2018.

2. Q: Please clarify the amount of hard copies requested.

A: Please submit one original, three hard copies, and a digital copy (DVD or USB) of your proposal.

3. Q: The attached aerial map is from Pacific High School. Can we get a copy for SBHS?

A: RFP Exhibits A & B are indeed depictions of San Bernardino HS, but were erroneously labeled. Corrected versions are attached, with buildings M1-2, M3, and M4 highlighted with a red rectangle.

4. Q: The anticipated timeline states May 24 for Deadline for Submittal of Questions, however, on the same page it states noon, May 25 under Questions and Clarifications of the RFQ/P. Which deadline is correct?

A: See Q.1 above: SBCUSD has accepted RFP 213 related questions submitted through May 25<sup>th</sup>, 2018.

5. Q: In regards to question 12 on Attachment 2, are we allowed to list our consultant’s experience here as well?

A: If citing the experience of a team member other than the prime firm, please clearly note the firm’s name and scope of services provided

**Questions regarding the sample Architectural Services Agreement:**

6. On page 38, item c., halfway down the paragraph: “It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that **changes that are made to the underlying BIM documents are not the responsibility of the ARCHITECT.**” **Question: Does article VII apply to this?**

A: The text of sample Architectural Services Agreement p.38 item c contemplates the use of BIM files provided by the architect to be reviewed by the District and/or District’s consultant/contractor for purposes that could include but are not limited to construction planning and scheduling, constructability review, value engineering, clash detection, site logistical planning, etc. for the subject SBHS Makerspace project or other development on the project site. Article VII item 2. contemplates the reuse of the plans “for a project or projects other than that which is the subject of this agreement”, and therefor Article VII does not apply to the use of BIM files as addressed by Article II, item 28.c. on page 38.

*Continued on next page*



Responses and Clarifications to  
RFQ No. 213 - FULL SERVICE  
ARCHITECTURAL AND ENGINEERING SERVICES  
At San Bernardino High School – Building M “Maker Space” Project

7. On page 50, item F, last few sentences: “The ARCHITECT’s compensation is expressly conditioned on the lack of fault of the ARCHITECT and **payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages.**” Also, on page 56, item 6., last sentence: “**Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.**” **Question: Does the District have an alternate plan for paying the Architect if it cannot collect from the Contractor?**

A: The District has other options to address additional compensation to the Architect, to be discussed on a case-by-case basis.

8. On page 54, item 5, last sentence: “If the dispute is not resolved, **ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work**, but ARCHITECT’s sole remedy shall be to **submit such controversy** to determination by a court having competent jurisdiction of the dispute **after the PROJECT has been completed, and not before.**” **Question: Would the District be willing to discuss changing this language with the selected Architect?**

A: Yes, the District is willing to discuss alternate language. Please note your request for modifications as per instructions on the form “**Attachment 1a Acceptance**”, found on page 80 of the RFP/Q documents.

9. On page 63, item 14.: “If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, **each PARTY shall bear its own litigation costs and expenses**, including reasonable attorneys’ fees.” **Question: Is this in conflict with Article XIII, sections 2b and 2c?**

No, Article XIII sections 2b and 2c are specific to matters arising from the negligence, recklessness, or willful misconduct of the Architect.

10. For the Qualifications Submittal Evaluation, 5 points are given to Description of Firm with office location as a criteria. What weight is being given to local firms in the City and County of San Bernardino?

The office location is just one of a combination of criteria. While local firms are preferred, the “Description of Firm” evaluation considers the overall combination of the Firm’s service offerings, size, local office location(s), years in business, licenses and certifications, etc.

11. Will Phase II site visits and visioning sessions be provided to shortlisted firms on an individual basis, or as a group (all competitors at the same time)?

The visioning sessions are planned to be scheduled so that each firm will be afforded a separate confidential meeting with the District representatives.



Responses and Clarifications to  
RFQ No. 213 - FULL SERVICE  
ARCHITECTURAL AND ENGINEERING SERVICES  
At San Bernardino High School – Building M “Maker Space” Project

*See revised “Exhibit B” and “Exhibit C” on following pages*



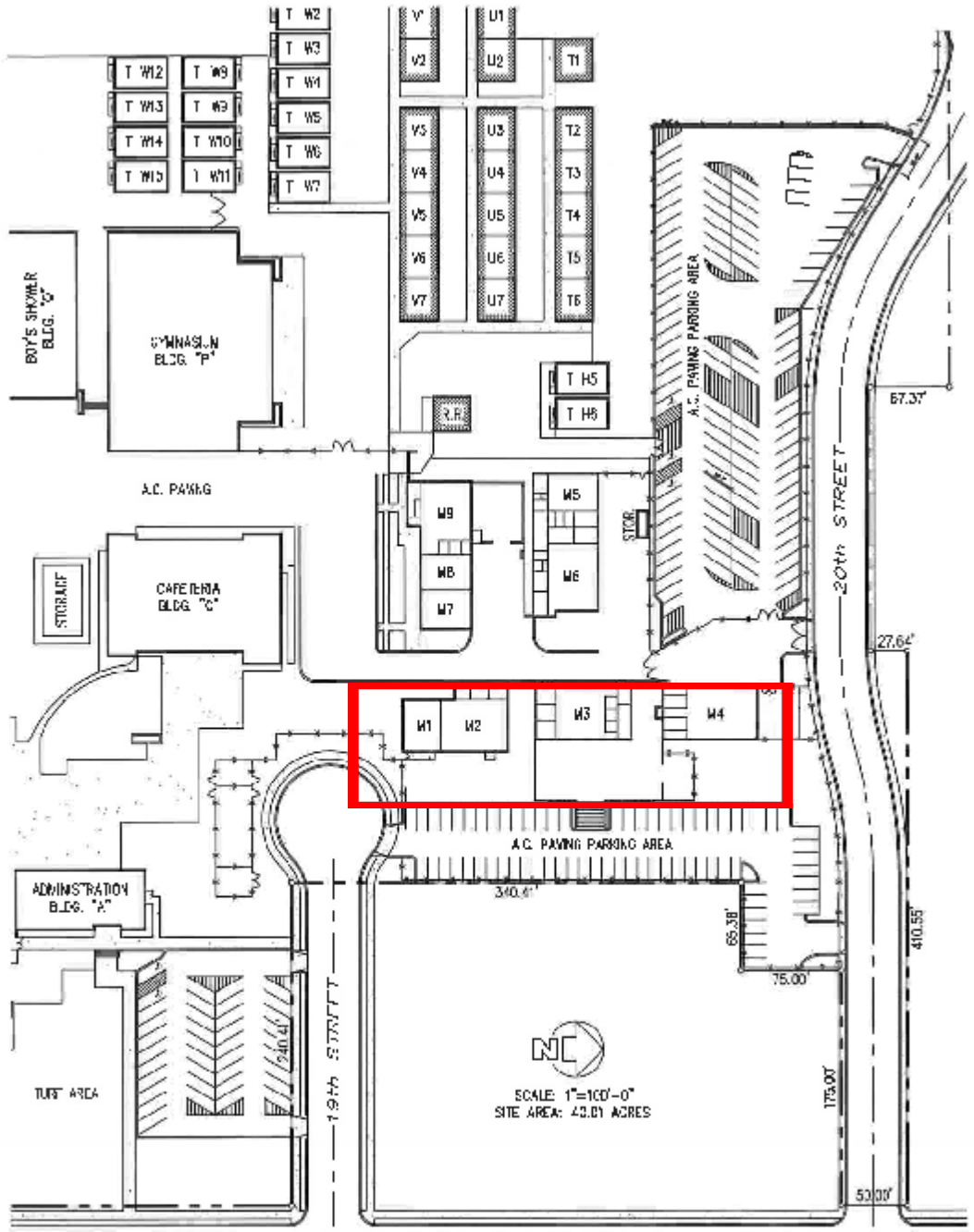
Responses and Clarifications to  
RFQ No. 213 - FULL SERVICE  
ARCHITECTURAL AND ENGINEERING SERVICES  
At San Bernardino High School – Building M “Maker Space” Project

**Exhibit B (revised 5/29/18)**

**Partial Plot Plan – San Bernardino High School**



Responses and Clarifications to  
 RFQ No. 213 - FULL SERVICE  
 ARCHITECTURAL AND ENGINEERING SERVICES  
 At San Bernardino High School – Building M “Maker Space” Project



A.P.A. 145-355-03 THRU 13, *B THRU 37 145-081-01 145-111-01 THRU 06, 11 THRU 16 145-112-03 THRU 10,17 (S. OF 20th) (S. OF 16th) (FOOTBALL FIELD) (SOUTH PARKING)	<b>PLOT PLAN</b>  <b>SAN BERNARDINO HIGH SCHOOL</b>  SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT SAN BERNARDINO, CALIFORNIA	DRAW R.H.E.  DATE 01-01-'2  SHEET NO <b>3</b> OF 5 SHEETS
--	--	---

RFQ No



Responses and Clarifications to  
RFQ No. 213 - FULL SERVICE  
ARCHITECTURAL AND ENGINEERING SERVICES  
At San Bernardino High School – Building M “Maker Space” Project

**Exhibit C (revised 5/29/18)**

**Aerial Photo – San Bernardino High School**

