

SAN RAFAEL CITY SCHOOLS
310 Nova Albion Way San Rafael, CA 94903

ADDENDUM NO. 1
TO
REQUEST FOR QUALIFICATIONS & PROPOSALS

Terra Linda High School Aquatic & Athletic Renovations Project
Lease-Leaseback
RFP # 23-20
Addendum Date: 08.15.2023

THIS ADDENDUM PROVIDES FOR:

CLARIFICATIONS AND RESPONSES TO QUESTIONS RECEIVED AS WELL AS
ADDITIONAL PROJECT INFORMATION.

- 1) Tab 4 item k you are asking for insurance certs. You are also asking for us to demonstrate insurance capabilities in Tab 9. Can the insurance certs just be included in Tab 9 and not Tab 4 item k?
 - a) **Response:** Yes, insurance certs may be included in Tab 9 in lieu of inclusion in tab 4.
- 2) Section VI.A mentions items not included in 30 page count. One of those items is "Detailed schedule Charts". I am not seeing in any of the Tabs 1-11 where you are requiring a detailed schedule. Please advise if you are looking for a schedule and what Tab it should be located in.
 - a) **Response:** A schedule is not required but can be submitted and included in the appendix .
- 3) Security Guard / watchman service is noted as a General Conditions cost? Typically we would assess risk and security measures with the school / district to determine the extent of security needed based on site conditions. Would it be possible to push this to a direct cost of the work?
 - a) **Response:** No.
- 4) Is Appendix C-3 for reference only? Can we provide General Conditions in our own format?

- a) **Response:** General conditions shall be expressed as a dollar figure per month, with the number of months Respondent believes they can complete the project in, and shall include all items noted as part of general conditions in Appendix C-3. See item #54 for additional information on the format pricing information should be submitted. Phased GMPs, with different GCs for each phase, are acceptable.
- 5) Greystone West is designated as the CM (pg. 188 of San Rafael RFQP), please confirm they will maintain overall responsibility for coordination of multiple contractors performing varying scopes of work within the same general areas.
 - a) **Response:** Greystone will coordinate multiple contractors; Respondent's ability to demonstrate its willingness to accommodate other contractors within their jobsite may factor into scoring of the RFQ/P.
- 6) Is it acceptable to identify add/alts based on multiple site access options, pursuant to Question #5 above (i.e. - limited access due to multiple contractors, extending the schedule and adding cost for traffic control and site maintenance)?
 - a) **Response:** No.
- 7) What are the GPR requirements for both sites? Is either project pursuing sustainable credentials, if yes, which program and what target certification level?
 - a) **Response:** Projects are to CHPS Designed, and will require Title 24 Commissioning.
- 8) Can you clarify what Item J. is asking -- do we need to include it?
 - a) **Response:** Item J refers to products which may not be substituted for; nothing is required for this item in a response to the RFQ/P.
- 9) Can we add appendices as needed in order to comply with the 30-page limit / 11 point font requirement? That is very tight.
 - a) **Response:** Yes, inclusion of appendices is acceptable.
- 10) If our .pdf submittal is too large to send via email, can we send a shareable link?
 - a) **Response:** Yes, a sharable link is acceptable if the file is too large to send via email.
- 11) RFP P.23 Appendix C: Please confirm if the project staffing requires staffing positions as listed on p.23 in appendix C.

- a) **Response:** If the respondent believes the positions identified in Appendix C are necessary for completion of the project, those positions are to be carried as part of the General Conditions fee.
- 12) RFP Appendix C-3: Please advise if the following positions are considered General Conditions or Overhead and Profit: Project Scheduler, Precon Manager, Purchasing Agent, Accounting/Finance staff.
 - a) **Response:** Project scheduler should be included in your general conditions. Preconstruction manager should be included in your preconstruction services fee. Purchasing agent & account / finance staff should be included in your overhead & profit.
- 13) RFP Appendix C-3: Please advise if Security Guards/Watchman Service can be considered a Direct Cost of the Work (if even necessary).
 - a) **Response:** Security Guards / Watchman are to be included in general conditions; these positions are elective, as they primarily serve to protect materials, tools, etc. of the contractor and their subs as well as limit insurance claims for theft and/or destruction of work within the jobsite perimeter.
- 14) RFP Appendix C-3: As no formal bid form is provided, please confirm if there is a specific format preferred for cost information requested.
 - a) **Response:** Please see item #54 below for the format cost information should be submitted.
- 15) RFP P. 16: Please confirm what safety record information is to be submitted in this RFP response. It is not outlined in the RFP Tab sections but is included in the scoring matrix. Is it acceptable to provide the developers last (3) years of EMR rate and provide the latest OSHA 300 Log?
 - a) **Response:** Yes, this information should be included and will suffice for evaluation of a Respondent's safety record.
- 16) RFP P.11: Is there a limit on how many projects we can include for project experience?
 - a) **Response:** No, there is no limit.
- 17) RFP P.: Does the 30 page submittal limit include front and back of the pages?
 - a) **Response:** As submissions are only being accepted via electronic submission in PDF format, pages lack multiple surfaces for counting.

- 18) RFP P.13: If possible, please provide a breakdown of point allocation for the preconstruction calculation, respondents fee, GC's, bonds, and insurance percentage as listed on p.13 of the RFP.
- a) **Response:** No breakdown will be provided concerning the allotment of points for pricing.
- 19) Please provide a design schedule, listing when SD and DD drawings will be published.
- a) **Response:** DD drawings will be available during the last week of August; currently published drawings at the SRCS Bond Program website are the final iteration of SD drawings for the projects.
- 20) Section 2.1.1: Section 2.1.1 of exhibit C uses the word "insurances" in the description of General Conditions, but then ask to provide a % for insurances and % for P&P Bonds. Are these insurance included in Cost Of Work or are they excluded?
- a) **Response:** Insurance & bonds are to be shown as a percentage of the cost of work; see item #54 for additional information.
- 21) Exhibit D section 17.5: Exhibit D section 17.5, states we gets bonds and insurance markups on fee, but no fee markup on Insurance and bonds. Please confirm.
- a) **Response:** Confirmed.
- 22) RFP P.10 Tab 4-d.: Under Tab 4-d, Please confirm if the submission of our last (3) years of audited financial statements will satisfy this requirement. Or if only the volume of work put in place over the last (3) years is being requested.
- a) **Response:** For this particular response, only the volume of work during the previous three years is being requested; 4(f) will require the previous three years of audited financial statements.
- 23) RFP P.10 Tab 4- f.: Please confirm what document is required for providing a statement on financial resources. Will a letter from our bank confirming we are in good standing be sufficient?
- 24) **Response:** Submission of the last three years of audited financial statements will satisfy this requirement.
- 25) RFP P.12 Tab 6 – J: RFP P.12 Tab 6-J states: "Include examples of other similar project assignments on the part of the Respondent." Please confirm if this refers to an individual's similar project experience? Or the request is

for us to list projects that Turner has completed that have similar project scope.

- a) **Response:** This refers to the firm's experience with similar project scope.
- 26) It was mentioned on the job walk that work on both the Terra Linda and San Rafael high school site can occur prior to the start of construction date listed in the RFP. Please confirm what work, if any, can commence prior to June 2024 on both campuses.
 - a) **Response:** Scope related to relocation of the portables at SRHS or construction of the PC buildings between the gym and the track at TLHS may begin prior to the June 2024 start date. However, construction start dates are subject to regulatory approval of the contract documents and coordination with San Rafael City Schools.
- 27) Since the developer has no control over what drawings were created, please confirm that the developer does not have to indemnify the architect/designers.
 - a) **Response:** Confirmed.
- 28) Section 6.3.5: Please advise if liquidated damages are assessed if "Key Personnel" becomes unavailable to no fault of the General Contractor and the replacement/substituted staff person is reviewed and approved by the District.
 - a) **Response:** In this scenario, liquidated damages would not be assessed simply because of a change in key personnel. If, however, as a result of the loss of key personnel, the project were to not be completed in the time period indicated in the contract documents, liquidated damages may still be assessed.
- 29) Section 6.11.2: As both sites are considering large site disturbances for new buildings, please advise if a SWPPP plan will be required at either campus and if the Developer is required to provide a QSP for such SWPPP program.
 - a) **Response:** District will furnish a QSP for the projects.
- 30) As noted in the Preconstruction services section of the RFP, please advise which milestones the District would like complete "detailed cost estimates".
 - a) **Response:** Detailed cost estimates are expected to be furnished for 100% DD and 100% CD drawing sets.

- 31) Facilities Lease Exhibit D 17.4.6: Please confirm if you are open to adding further parameters around what constitutes a change order. Such as the Developer to submit a Notice of Change within (5) days to the owner in the event of a proposed change order. and acceptable for the Developer to submit finalized Change Orders and proceed under the provisions herein within (15) days of initial Notice of change.
- a) **Response:** Section 17.4.6 expressly provides a mechanism for the Developer to seek additional time in preparing a PCO, namely requesting additional time from the District. If you would like to request a change to the contract, it should be noted in the appropriate section of the RFQ/P concerning comments to the legal documents.
- 32) Exhibit D Section 1.1.10: Please confirm if "acceptance" of the work by the district is defined as substantial completion of the work and or owner occupancy.
- a) **Response:** Acceptance of the work is defined as final completion, meaning that all punch list items have been abated, required documentation has been furnished for review and approved by the architect, and any and all required materials or items have been turned over to the District and documented by transmittals included in a closeout package. Acceptance is unrelated to owner occupancy or substantial completion.
- 33) RFP Appendix C-3: Section C-3 Lists "Temporary Toilets" in General Conditions. I assume this is for the entire project (trades) and not only for the jobsite office. Please advise.
- a) **Response:** Correct, this is for the entire project.
- 34) Please confirm if you are open to further defining a timeline around the terms "prompt", "immediately" once the developer is selected and onboard.
- a) **Response:** The exact meaning of these words would require reference to their use in a particular context. Respondent should assume they carry their ordinary meaning in commonly understood, everyday usage. Generally speaking, prompt would mean "done without delay." Black's Law Dictionary defines immediate as "done without delay; directly; within a reasonable time under the circumstances of the case; promptly and with reasonable dispatch."

The need for metasemantic analysis of these terms, at first glance, appears to be unnecessary, but the District is happy to entertain explanations as to why the previous definitions wouldn't be acceptable.

- 35) Item 10.1.3.2.6 notes Bonds and Insurance are not to be more than 2%. Please confirm this max percentage is for P&P bonds and Insurance separately, not for each item combined.
- a) **Response:** This limit has historically meant a combined maximum percentage of 2%. If a Respondent doesn't feel this percentage is acceptable, they are free to list higher percentages in their fee proposal.
- 36) Please confirm it is not the District's intent for the General Contractor to include the Inspector of Record as an additional insured.
- a) **Response:** No, it is not the intent of the District to include the Inspector of Record as an additional insured.
- 37) Please advise if "fencing" is intended to be screened/solid or a simple chain link fence will suffice.
- a) **Response:** Fencing is intended to be screened.
- 38) Please advise if either the Terra Linda or San Rafael High School have specific working hours, as they are located in residential neighborhoods.
- a) **Response:** Hours of work are between 7:00 a.m. and 5:00 p.m. Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday. Sunday work is not permitted.
- 39) Section 16.3.3: Is the district open to changing the language around time and money compensation for changes in work that do not extend the project schedule, but add additional processing work that could not have been accounted for at the time of bidding.
- a) **Response:** Additional processing work is to be considered part of overhead and profit; Respondent should make an informed estimate as to the amount of time projects of this size and complexity, inclusive of changes in work, typically require and submit their fee accordingly.
- 40) Section 11.1.4: Liquidated Damages are assessed for each day beyond the Contract Time. Contract Time is defined as the "completion of work." Section 1.1.10 defines "completion" as the earliest date of acceptance by the District. Can this definition be expanded to include "...as documented

by a Temporary Certificate of Occupancy by the Authority Having Jurisdiction or Certificate of Substantial Completion issued by the Architect of Record."

- a) **Response:** No; acceptance by the District shall occur when all punch items have been abated, all required contract documents including but not limited to as-built drawings, warranties, manuals, etc have been submitted and approved by the architect, and any and all materials or items have been turned over to the District and documented by a transmittal included in the closeout documents. Neither occupancy certificates nor substantial completion shall satisfy "completion of work".
- 41) In both RFQ/P packets it states: "Packets shall include divider tabs labeled with boldface headers below..." Both packets are asked to be submitted via email. Do you want the pdf to contain bookmarks or separate blank sheets as dividers? Are we able to disregard this request?
- a) **Response:** Bookmarks are to be provided in lieu of tabs. Blank sheets are not required.
- 42) There is a conflict in duration of warranty in the Exhibit D to the Facilities Lease – Section 14.1.2 states 2 years, Section 14.1.3 intimates 1 year, and Section 23.2.2 states 1 year. Please specify if the general warranty is 1 or 2 years.
- a) **Response:** General warranty period shall be 2 years.
- 43) Appendix C-2 – Iran Contracting Act Certification is provided with the RFP, but not listed as a required attachment. Would you like this form included in the same Tab as Appendix C-1 Non-Collusion Declaration?
- a) **Response:** Yes, include the Iran Contracting Act Certification in Appendix C-1.
- 44) Facilities Lease - Section 15.1.7.12 - page 22 states that All of Developer's insurance shall be with insurance companies with an AM Best rating of no less than A:XI. Exhibit D-1 Special Conditions to the Facilities Lease – Section 7 – page 5 – states that All of Developer's insurance shall be with insurance companies with an AM Best rating of no less than A7 (or A:VII).
- 45) Please specify if the rating for all the Developers insurance is A:XI or A:VII.
- a) **Response:** Rating for all Developer's insurances shall be A:XI.

- 46) Since builders risk and earthquake/flood insurance are based on specific project/site information, we request that we be allowed to break them out from the general insurance % and quote them separately in dollars, not percentages. This is a more accurate way to quote both and will enable the District to compare apples to apples in regards to these 2 coverages.
- a) **Response:** Respondents to break out the general insurance % and builder's risk %.
- 47) In order to provide a quote for builders' risk and earthquake/flood, we will need the estimated cost of work and framing type percentages of each building to be worked on: (E) Gymnasium, new Mechanical building, and new Fitness building. Please provide this information or we won't be able to procure a builders risk quote.
- a) **Response:** Requested information is not available; Respondent to submit a NTE percentage cost for builder's risk.
- 48) Appendix C-3 –There's a section on the last page of this 4 page form for "General Conditions Total Cost Transfer to Fee Proposal". Do you need Appendix C-3 to be filled in and included in the RFP response or it is just for reference?
- a) **Response:** C-3 is for reference; a fee value does not need to be included on this form. This form serves to establish what the District expects for various components of a Developer's fee to encompass.
- 49) Section V B General Overview on Page 8 – "Submittals shall describe in detail the Respondent's methods and plan for carrying out the project. Included in this information must be a description of construction scheduling, staging, and logistics based on timelines and information provided by the District in this RFQ/P and the mandatory informational meeting." Are you requiring a schedule and staging/logistics plan to be provided with our RFP in Tab 5 Methods & Strategic Plan?
- a) **Response:** Neither a project schedule nor a staging plan are required, but are permitted to be included in this section or in the appendix.
- 50) The format states that each submittal shall not contain more than thirty (30) pages. We have submitted in this particular format before and have found that all the required pages to be submitted are more than 30 pages – even excluding the documents mentioned on page 8 of the RFP. We request revising this to 50-60 pages to allow for project information sheets, appropriate narratives, resume options, etc. (and continuing to exclude the

pages you noted) or allowing us to add some of the required documents in an appendix – not to be included in the page count.

a) **Response:** The submittal should be limited to 30 pages, with the most pertinent & salient information included in the submittal. This is to balance the need for firms to be able to present their suitability to the District with the District’s limited time for evaluation.

51) Please note that in the current insurance industry climate, no insurance carrier will honor a quote for builders risk or earthquake/flood given in August 2023 for a project starting in June of 2024. With this being the case and if awarded the project, we request the ability to requote both at time of bid to subcontractors/GMP to accurately capture the cost for the District (increase or decrease).

a) **Response:** Respondent to submit a NTE percentage cost for builder’s risk.

52) Are Earthquake and Flood Coverages required for Builder’s Risk Insurance?

a) **Response:** No.

53) Please also confirm that you are looking for a quote for 100% earthquake and flood.

a) **Response:** No, the District will waive the requirement for earthquake and flood coverages as part of Builder’s risk.

54) Is there a compensation and pricing sheet?

a) **Response:** Compensation Information should be listed on the a table in the following format:

b)

Pricing Information			
Preconstruction Services	Price Per Month	# of Months	Total Compensation
General Conditions	Price Per Month	# of Months	Total Compensation
Overhead & Profit	Percentage - Note Same % used to establish GMP shall be used on all project CORs		
Bonds	Percentage		
General Insurance	Percentage		

Builders Risk Insurance	Percentage		
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- 55) Would the district consider a mutual waiver of consequential damages that excludes only liquidated damages?
a) Response: No.
- 56) Both the Terra Linda and San Rafael projects have multiple parts. Please advise if the District is considering separate DSA submittals for each project. Synonymously, would the District consider a phased GMP related to the project parts to expedite construction? Please Advise.
a) Response: The San Rafael High School Aquatic Center Project will have a separate DSA submittal for relocation of the 5 classrooms. For the main project, construction documents will be broken out into two phases of construction, each submitted separately to DSA. The Terra Linda Aquatic Center Project will have two separate phases of construction, with two separate DSA submission packages; the first phase of work will include the pc buildings between the gym and the track as well as demolition, utilities and grading at the pool / existing buildings. The District will consider a phased GMP.
- 57) Terra Linda – Bldgs. Q and R are to be modular, provided by Silver Creek. Is Silver Creek’s schedule and design available for reference? Note: It was mentioned that this scope would be Phase I at the job walk, to start April or May.
a) Response: See the attached preliminary drawings for the scope of work at new Silver Creek PC buildings. No schedule from Silver Creek has been submitted, and one is not expected prior to the deadline for submission of responses to the RFQ/P
- 58) The drawing link for Terra Linda below is wonky and gives me the RFQ/P. Can you update the link?
a) Response: This has been corrected.
- 59) The header and footer state RFQ/P # 23-20, but where it shows who to make the RFQ/P out to, it states RFQ/P # 23-19. Which one is correct?
a) Response: 23-20

[END OF ADDENDUM]