



CHABOT- LAS POSITAS COMMUNITY COLLEGE DISTRICT

Facilities Planning & Management Department

June 10, 2009

Addendum No. 1 REQUEST FOR PROPOSAL NO.: 09-06 Physical Education Phase III - Las Positas College

All Prospective Proposers:

This addendum is issued to clarify, add, delete, correct and/or change the contract documents to the extent indicated and is hereby made a part of the above noted contract documents on which the contract will be based. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal to remain in force. It is the responsibility of all Proposers to conform to this addendum. Acknowledge receipt of this addendum in the space provided on the bid form. Failure to do so may subject Proposer to Disqualification.

The original RFP Documents are modified by the revision as follows:

The Scope of Work is amended to potentially, upon Board Approval and Adoption of Resolution, add the following scope of work:

Collier Creek Canyon Retention Basin; consisting of grading, storm sewers and retaining walls to develop a 150,000 gal retention basin and other site/civil work. The project has a construction budget of approximately \$700,000.00. Preconstruction fees as well as Construction fees would be adjusted to include this work if the District elects to include in the CM at Risk Contract.

1. Reference: Request for Proposal for CM Services at Risk with Guaranteed Maximum Price, Section 6.4 SELECTION PROCESS.

Replace the entire section and replace with the Attachment "A"

2. Reference: Proposal

Replace section in it's entirety with the Attachment "B"

3. Following answers are provided to submitted questions:

Question:

Total CM contract of 376 days appears to include all preconstruction services in pages 7, 8 and 9; 2, 2.1 through 2.2.6 if so see below.

The listed preconstruction services clearly indicate coordination and approval with District, Architect, and site CM before moving on to construction phase. Planning and preconstruction is the key to any project success and the RFP only allows 3 weeks for ALL preconstruction services and District and possibly DSA approvals based upon results of results of preconstruction. Is this correct?

If correct, please consider extending this to allow time for client reviews and approvals as well as architect reviews and corrections for bid and DSA approval prior to bid.

The current preconstruction schedule of 3 weeks has great potential for owner delays. I note this because there is 40 acres of grading and overall coordination of scope original scope as well as the developing the best bang for buck for fully developed 5 acres.

Solution: To extend to 3 months.

Answer:

The stated time of 376 calendar days refers to the construction activities only. It will be part of the Construction Phase contract.

Question:

SWWPP Questions.

The RFP does not describe if the SWWPP plan is prepared by the Trade Contractors or the District Civil Engineer. If prepared by the engineer it save overall project time as it can be prepared in pre construction and bid. The costs to prepare are either in the bid or in the design team.

If prepared by the Design team there is more control of the scope and can be more accurately budgeted.

Answer:

The preliminary SWWPPP will be prepared by the Designer

Question:

Who will be responsible for maintenance of the SWWPP for the remaining 35 acres once graded accepted and complete. This will be completed while track is under construction.

Answer:

CM At Risk

Question:

Is there any landscaping planned for the large slopes not related to the track?

Answer:

No, this will be further defined during the Preconstruction phase.

Question:

The RFP has limited the Pre-construction Services fee to \$50,000.00 however a lot of emphasis is put on budget, quality of materials, Master project Schedule, and Alternates to determine and assist District and Architect in determining the best bang for the buck and clear defined bid documents.

If you put an average hourly rate of 165/hour, for a job site superintendent, experienced PM, estimator, and some trade input it works out to 40 work days for one person. More than one person is needed for the best planning.

Please note this is a massive grading/storm drainage/SWWPP of 40 acres that will remain mostly undeveloped and be a large part of the five million budget. New local approvals may have to be considered.

Solution: Increase to 3% of construction so the awarded team can afford to put the best plan forward. Develop a payment schedule after award based on % complete or task complete.

Answer:

The Design is complete and DSA approved. The primary task during the preconstruction phase is packaging the work for bidding.

Question:

Item 2.2.5 is asking for the CM to warrant construction documents are free of ambiguities and conflicts however the preconstruction time frame is only 3 weeks. This leaves no time for review and corrections for the CM At-Risk Warranty.

Solution: Please consider the time frame for preconstruction to be increased. We suggest a reasonable 3 months for quality review and recommendations.

Answer:

The Design is complete and DSA approved. The primary task during the preconstruction phase is packaging the work for bidding.

Question:

I did not find anything in the general conditions and may have missed but I need to clarify the bidding process.

Typically CM At-Risk bids are publically bid to the District then turned over to the CM At-Risk entity after trade contractors are determined responsible. Item 2.2.2 and 2.2.3 imply that the CM can limit request of trade contractors to 3 or one of the CM entities choosing. Please clarify the intent of Bidding.

Answer:

To be determined between the District and the CM at Risk.

Question:

Item 2.2 describes that the “CM At-Risk entity with the assistance of the architect shall determine the number and make up of the trade contractor bid packages”. The packaging of trades should be sole the responsibility of the CM, not the architect. Please confirm.

Answer:

To be determined by the District and the CM at Risk during Preconstruction

Question:

Special Conditions, page 137.

Please confirm the intent; The CM is the site CM, not the CM At-Risk.

Item 4.2.1, it notes LD’s for preliminary construction schedule.

Builders Risk Insurance costs varies quite a bit by type of building construction. The finished buildings are not described for the field house and facility yard. Builders risk requires much more project information to obtain a quote so can the CM and district have all the proposing CM’s use the same builders risk allowance dollar amount.

Answer:

Yes, site CM.

Yes, LD’s assessed on late submission of Preliminary construction schedule.

Only site building is a 960 SF DSA pre-approved modular building.

Question:

Preconference brief description of scope, site, constraints & Challenges:

It appears the entire 40 acres will be rough graded to a finish grade civil plan. The 5 acre portion is fairly clear however the remaining site scope is not.

Is all proposed storm drainage, inlets and piping, for the entire site to be installed, connected to existing, and protected, along with any related permanent fencing for catch basins areas? It appears some detention basins may be in total site design on NE side.

Is there going to be a requirement for topsoil stock pile after the rough grading. If so, who maintains and keeps clean for the duration of construction.

Answer:

To be determined during preconstruction phase.

Question:

Contract Documents, page 23.

I received 3 sheets, A0.3, A0.4 and A1.1 from Ford Graphics and the complete RFQ with CM contract documents, and the pre-conference documents. There are no project design drawings for the Physical education – phase III scope of 5 million, or project specifications. Are there more drawings for review??

The current scope for site meeting indicates 2 less triple jumps, 1 less pole vaulting area, less couple shelters, and no shot putt. Should current scope from pre-conference govern?

Confirming the permanent utilities are for the developed portion only.

Answer:

The complete design for the total site has been approved by DSA. The role of the CM at Risk is to define the work necessary to construct the track and field portion as described in the pre-proposal meeting within the \$5 million budget.

Question:

General Conditions:

Please confirm the intent; The CM in the General Conditions is the site CM, not the CM At-Risk.

Please confirm the intent; In the General Conditions the contractor is the CM At-Risk, and the subcontractors are the trade contractors.

Answer:

In the General Conditions, the CM at Risk is to assume all responsibilities of the Contractor, the District's CM is referenced as the CM in the General Conditions.

Question:

Preconstruction and construction agreement:

Please confirm there is no performance and payment bond required of the CM At-Risk Entity.

Please confirm the intent; The G-max agreement is the entire CM At-Risk fee or just the preconstruction 1%. I read this as the entire CM At-Risk fee, without the trade contractor's total.

Answer:

The Construction Agreement requires a performance and payment bond for 100% of the G-Max. The Construction Agreement will include a Guaranteed Maximum price which combines the CM at Risk Fee plus the cost of the work plus any allowances.

Question:

On site staff as required:

Please confirm that this staff is up to the CM At-Risk entity to meet all requirements, not the district or site CM. The RFP list is quite long for a small project.

Answer:

The CM at Risk is to determine their staffing requirements.

Question:

Temporary Utilities:

Please confirm a location for the CM At-Risk/IOR site trailer. If not possible, we will assume near the maintenance yard parking on east for cost of hookups.

Please confirm District is paying for all power for trailer, including the heating and cooling part.

Answer:

A site near the M&O facilities is appropriate. The District will pay electric utility costs for the trailer.

Question:

Temporary Facilities:

Please confirm the extent of Temporary fencing and barricades. We are assuming for the fixed fee a 5 acre max for one year, not the 40 acres.

Project sign is to be 4x8 feet, One picture and rest letters. Please confirm.

Please confirm the intent of the security guards and watchman. This can be a lot of money if 24/7. This needs more clarification.

Fire fighting equipment is intended to be the Existing fire hydrants and Fire extinguishers as needed, please confirm.

Answer:

Provide sufficient fencing to separate construction from campus activities and limit access to the site.

Project sign assumptions are reasonable.

The Campus has a security staff and no additional watchmen are required. Fire fighting is reasonable.

Question:

Article 4.2 requires 5 projects completed by the proposer under CM At-Risk contract. Can projects completed by the proposed staff, that were completed while the staff member work for a different company count towards this requirement? Can a project that was bid out and GMP prepared under CM At-Risk format, but the project was not constructed, count towards this requirement?

Answer:

The qualifications include evaluating the firm as well as the individuals and completed projects.

Question:

Page 14, 40 and 42.

The Fee table on page 12 conflicts with page 40 fee table. The price proposal sections on pages 40-43 are to be the signed bid documents. Please clarify which table is required OR can we prepare our own to conform to page 42, item 1.4?

Answer:

*Please see attached **REVISED** Proposal Form for submission with proposal. The Districts proposal **REVISED** form is required.*

Question:

Page 42, item 1.4 describes to include in the final CM fee a 250,000.00 however there is no line item for the CM to include. Please confirm this non-specified allowance is still to be part of the CM At-Risk guaranteed bid.

Answer:

Any construction allowance will be part of the G-Max in the Construction contract.

Question:

Item 1.5, page 42. Is there a last date addendums will be issued?

Answer:

Schedule of key action dates is listed on page 7, section 1.5. Addendum issue date is June 10, 2009.

Question:

Page 38? Please confirm there is not page 38. It is not included in the RFP shipped from Ford Graphics.

Answer:

There is No page 38.

If you have any questions regarding this Addendum No. 1, please contact the Office of the Facilities Planning & Management in **writing, via facsimile or email**. All other terms and conditions of RFP No. 09-06 to remain the same.

Regards,

Victoria L. Lamica
Contracts Manager
vlamica@clpccd.org

**Request for Proposal for
Construction Manager Services at Risk with a Guaranteed Maximum Price
Physical Education – Phase III Project
Las Positas College
3000 Campus Hill Drive
Livermore, CA**

Addendum No. 1 - Attachment “A”

6.4 Selection Process

The evaluation team shall review each proposal and assign the quality points for each proposal per Section 6.2.3.

For each proposer, the Fee in Dollars will be divided by the Total Quality Points. The proposer with the lowest ratio of fee to quality points shall be the most responsive proposer.

$$\frac{\text{Fee in Dollars}}{\text{Total Quality Points}} = \text{Cost/Unit Quality}$$

The lowest cost per unit of quality is thus determined, and the apparent finalist announced.

EXAMPLE (Based on a construction budget of \$25,000,000):

$$\text{Proposal 001: } \frac{\$3,500,000}{89} = \$39,325.84$$

$$\text{Proposal 002: } \frac{\$3,750,000}{94} = \$39,893.62$$

$$\text{Proposal 003: } \frac{\$3,250,000}{82} = \$39,634.15$$

In this example, Proposal No. 001 is determined to be the apparent selected proposer. It must be noted that in this example, the lowest cost/quality proposal does not represent the lowest fee submitted, but the lowest cost per unit of quality within the established budget.

Due to the aggressive schedule, the top ranked candidate firm will be informed in a timely fashion and should be prepared to commence work immediately. In the event contract award is unsuccessful with the selected proposer, the District may choose to award the contract to the next proposer in the ranking.

Addendum No. 1 - Attachment "B" PROPOSAL

TO: **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees ("the District").

FROM:

(Name of CM Candidate)
(Address)
(City, State, Zip Code)
(Telephone/Telecopier)
(E-Mail Address)
(Name(s) of Candidate's Authorized Representative(s))

1. Proposal:

The undersigned proposer hereby offers, in the amounts stated below, to furnish all services for both the Preconstruction Phase and Construction Phase and to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the construction of Project Number TBD, Physical Education Phase III, in accordance with all the provisions of the solicitation including appendices, and to the satisfaction of Chabot-Las Positas Community College District.

The proposer also hereby agrees to enter into contract for this project if the District accepts this proposal. The construction budget for this project is approx. \$5,000,000.00.

Proposer shall complete the information in the following table.

1.	Preconstruction Fee*	Fixed Amount	\$
2.	General Conditions	Fixed Amount	\$
3.	CM @ Risk Staff Expenses	Fixed Amount	\$
4.	CM Contingency (not to exceed 3%) **	___% of Construction	\$
5.	CM Home Office Overhead & Profit***	___ % of Construction	\$
	Total Fee and Expenses (#1-5)		\$

The above amounts are to be stated in figures only and are the total amounts proposed for the entire contract work. Any alteration, erasure, or change must be clearly indicated and initialed by the proposer. In the event of any error in the Fee Proposal, the individual fee percentages will prevail. The proposer agrees that the above fees will be held until award of the construction phase in accordance with the proposed schedule in Article 3. The District reserves the right to reject any and all proposals or to waive any irregularities.

* Costs shall be inclusive of all of Proposer's profit and all costs expended in pursuit of performing the Services applicable to the Phase, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses, bonds, insurance, incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the Services specified in the SOW applicable to that Phase.

*** Costs shall be inclusive of all Proposer's profit, all price risk assumed in guaranteeing the GMAX price, and all costs expended in pursuit of performing the Construction Phase Services for the Project as specified in the Statement of Work and in the final approved Construction Documents, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses, insurance, incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the Services and completion of the Project, and any other ancillary costs necessary to provide services for the turnover of the Project to the District in a condition fit for its intended use, all to be provided within the planned duration for the construction as specified in this RFP.

**The Construction Manager's Contingency is provided for the CM's use. The use of this contingency shall cover conflicts and ambiguities in the contract documents, and any issues arising from a lack of coordination among and within the subcontractors' bid packages, and for any construction phase change orders arising from subcontractors' performance, as determined by the District. The CM shall return any unused portion of this contingency and any other project savings to the District as part of the final Pay Application. Costs incurred due to conflicts and ambiguities in the contract documents, and any issues arising from a lack of coordination among and within the subcontractors' bid packages, and for any construction phase change orders arising from subcontractors' performance, in excess of the CM's contingency shall be borne by the CM.

- 1.1 **Construction Fee and General Conditions.** The Architect's estimated cost of construction is \$5,000,000. The construction schedule is as stated in Division 00, Special Conditions. The Construction Fee and General Condition costs are to be based on Division 00 of the specifications and an estimated construction cost of \$5,000,000.00.
- 1.2 **Basis of Award.** A CM At-Risk Agreement shall be awarded to the CM Candidate with the lowest ratio of fee to quality points as described in the proposal documents.
- 1.3 **Proposal Amount.** The undersigned CM Candidate proposes and agrees to perform the Contract including, without limitation, providing and

furnishing any and all of the labor, materials, tools, equipment and services necessary to complete in a workmanlike manner all of the Work and other obligations required by the Contract Documents. The CM Candidate confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Proposal.

1.4 Owner’s Non-specified Allowance. CM Candidate shall include in the CM At-Risk Guaranteed Maximum Price the stipulated sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) for unspecified work to be performed ONLY at the determination and direction of the District. Work performed at the determination and direction of the District under this Allowance shall be documented by CM/Contractor and submitted to Construction Manager per the requirements specified in Article 9 of the General Conditions. CM/Contractor shall include a separate line item in Contractor’s Schedule of Values as “Allowance” with the value of Two Hundred Fifty Thousand Dollars (\$250,000.00). At closeout of Contract, any funds remaining in the Allowance shall be credited to Owner through a Change Order.

1.5 Acknowledgment of Addenda. The CM Candidate confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda issued by or on behalf of the District.

_____ **Addenda Nos.** _____ received,

 acknowledged
(initial) and incorporated into this Proposal.

2. Documents Included in Proposal. The CM Candidate has submitted with this Proposal the following: (a) Statement of Qualifications; (b) Certification of Pre-Bid Site Visit; and (c) Non-Collusion Affidavit. The CM Candidate acknowledges that if this Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Proposal, the Instructions for CM Candidates and in each of the foregoing documents, the Proposal may be rejected as non-responsive.

3. Award of Contract. If the CM Candidate submitting this Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within ten (10) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the CM Candidate awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Certificate of Workers’ Compensation Insurance; and (c) the Drug-Free Workplace Certificate. Failure of the CM Candidate awarded the Contract to strictly comply with the preceding may result in the District’s rescission of the award of the Contract.

4. CM/Contractor's License. The undersigned CM/Contractor is currently and duly licensed in accordance with the California Contractors License Law,

California Business & Professions Code §§7000 et seq., under the following classification(s) _____ bearing License Number(s)_____, with expiration date(s) of _____. The CM/Contractor certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5. **Acknowledgment and Confirmation.** The undersigned CM/Contractor acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____
(Signature)

(Corporate Seal)

(Typed or Printed Name)

Title: _____