

Fremont Union High School District
RFQ/P – HHS and LHS GSS Projects
Addendum 1

Question 1 If we plan to propose on both projects, would the District like a separate proposal submitted for each project? If so, would the page count be 20 pages per proposal?

Response 1 If you propose on both projects, you'll need to submit a separate proposal for each project. Page count would be 20 per proposal.

Question 2 In an effort to properly address all of the questions in the RFQ/P, would the District allow us to combine shorter sections to save space?

Response 2 Do not combine sections. Each section must have its own paragraph(s). You can however have more than one section on a page.

Question 3 Page 13, Tab 8, Pricing Proposal, Item 5 requests developer to provide a price for Construction Contingency for errors and emissions and item 6 for allowances. The current RFP does not include any project drawings so determining an amount for contingency on errors and emissions and allowance at this time seems premature. Can you please clarify the intent here? Would it be acceptable to list a typical contingency range and list typical allowances that might be required based on past experience.

Response 3 Yes, you can include a typical contingency range and allowance schedule.

Question 4 Please clarify the difference between Contractor Contingency and District Contingency listed in the RFP and the Developer Contingency listed in the Lease-Leaseback Agreement Exhibit C.

Response 4 Contractor contingency is for unforeseen conditions and is included in the GMP. District contingency is for added scope.

Question 5 Section VIII Part A Best Value Evaluation, Price Points, lists "interest proposed on lease payments." But interest proposed on lease payments is not listed in the requirements for pricing proposal description in Tab 8 or Appendix D Proposal Format. On past projects with the District, interest on lease payments have been set by the District and have been prime plus 1% or set at 4.5%. Please clarify if Developer needs to submit a proposed interest rate for lease payments.

Response 5 The District plans to use Prime plus 1%.

Question 6 If Developer is required to provide the interest rate for lease payments, please provide the dollar value or percentage of project costs that will be the loan amount for lease payments.

Response 6 N/A - see answer to Question # 5.

Question 7 Are there drawings available for either project that can be made available for review?

Response 7 HHS - conceptual drawings from the Informational Walk are part of this Addendum.
LHS - sketches from the Informational Walk are included; no other drawings currently available.

Question 8 Please provide key milestone dates for both projects

- Schedule for Phase 1 Demolition – Start and end dates.
- Date when DSA approval is anticipated
- Date when Phase 2 Construction can begin

Response 8 See proposed project schedules, as presented at the Information Walk, which are included in the response to Question # 7.

Question 9 Exhibit C of the Lease-Leaseback Agreement, Part 2.1.1 General Conditions notes that General Conditions are to be billed as incurred. In previous contracts with the District General Conditions were lump sum. Would the District consider keeping similar terms since General Conditions are competitively bid through the RFP process?

Response 9 Once the contract is awarded, the District is willing to negotiate this issue.

Question 10 Lease-Leaseback Agreement Exhibit D-1 Part 2.1 – Payment for Permits, Certificates, Licenses, Fees and Approvals. The developer does not hold a contract with the architect and therefore cannot be responsible for obtaining DSA permits. Should DSA permit fees be excluded from this requirement which is consistent with the terms in Exhibit D?

Response 10 Yes, DSA fees are excluded from this requirement.

Question 11 Lease-Leaseback Agreement Exhibit D-1 Appendix A District MMRP. Does the District have an MMRP for these projects?

Response 11 These projects qualify for a Notice of Exemption from CEQA.

Question 12 The Facilities Lease, section 15.1.7.8 Insurance Policy Limits states that any contracts over \$1M will have to meet these requirements. Please confirm that this also applies to our subcontractors. These insurance policy limits will limit the potential pool of subcontractors bidding on the project as many will not be able to meet these requirements.

Response 12 Our insurance policy limits are always negotiable with the District Risk Manager.

Question 13 Request for Qualifications and Proposals, Tab 8 - Pricing and Contingency states that “In the event that the selected developer realizes a saving on any aspect of the Project, such savings shall be added to the District contingency...” Please confirm that this applies to Cost Savings as identified in Exhibit C to Facilities Lease per 2.4.4.

Response 13 Any cost savings will be credited to the District contingency, not the construction contingency.

Question 14 Exhibit C to Facilities Lease, item 2.4.4.1 requires a 70/30 split, which different from previous district projects. Previously, this did not apply to General Conditions costs, but the revised language in this section implies that the savings may apply to General Conditions costs as well. Please advise if the cost savings as described in Exhibit C 2.4.4.1 applies to the General Conditions costs that are to be submitted per Exhibit D.

Response 14 The 70/30 split only applies to savings on self-performed work.

Question 15 Exhibit D to Facilities Lease, Item 15.2.3, regarding Computation of Time / Adverse Weather, states that the Developer shall work seven (7) days per week, if necessary, to maintain the construction schedule from impacts due to adverse weather, at no further cost to the District.

Response 15 Once the contract is awarded, the District is willing to negotiate this language.