

August 24, 2020

SOLICITATION ADDENDUM NO. 1
RFP 20-0002
Design Build Services for Bethany Roof and HVAC

THE FOLLOWING CHANGES/ADDITIONS TO THE ABOVE CITED SOLICITATION ARE ANNOUNCED:

This Addendum modifies the Request For Proposal (RFP) document(s) only to the extent indicated herein. All other areas not changed or otherwise modified by this Addendum shall remain in full force and effect. This Addendum is hereby made an integral part of the RFP document. Bidder must be responsive to any requirements of this Addendum as if the requirements were set forth in the RFP. Failure to do so may result in Proposal rejection. See the RFP regarding requests for clarification or change and protests of this Addendum, and the deadlines for the foregoing.

This addendum is to be acknowledged in the space provided on the Bidder Certification form supplied in the solicitation document. Failure to acknowledge receipt of this addendum may be cause to reject your offer.

The closing date **IS CHANGED to: September 3, 2020 at 2:00 PM Pacific Time**

CHANGES:

1. Section IV PUBLIC WORKS REQUIREMENTS 4. BONDS: PERFORMANCE, PAYMENT AND PUBLIC WORKS. (a.)(i.) is replaced with the following:

The Contractor shall furnish performance and payment bonds upon execution of a Contract that includes the guaranteed maximum price. The Contractor shall also provide bonds equal to the value of all construction services authorized under the Contract. Such bonds must be provided before the Contract is executed.

2. The following is added under Section V RESPONSE AND EVALUATION 4. DETAILED PROPOSAL CONTENT REQUIREMENTS b. Proposal Substantiation Form i:
 - e. The Proposal substantiation should clearly address the following questions about the Proposed roof Warranty:
 - i. How long is the Warranty? (longer Warranties are more desirable)
 - ii. What is the Proposed Warranty's coverage and service level? (broader coverage and higher service is more desirable)
 - iii. What evidence is there to suggest that the Proposed roof installer and manufacturer will be able to honor the warranty if a warranty claim would arise towards the end of the Warranty term?

3. Section I – INTRODUCTION 6. CONTRACT is replaced with the following:

The successful Proposer, selected by the District, will receive an AIA A141-2014 (modified) Agreement Between Owner and Design-Builder. A sample is enclosed herein (see Attachments). The provisions of the sample AIA A141 are in addition to the requirements set forth in this Solicitation. Before execution of the Contract and within seven (7) days of the District's request (unless a longer period of time is approved in writing by District), the successful Proposer shall provide an itemized statement of the Guaranteed Maximum Price organized by design phase services, trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, General Conditions, and other items that comprise the Guaranteed Maximum Price. The itemized statement of the GMP shall also specify any alternates, allowances, and/or unit prices included in the GMP.

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
- b. The Contractor will be expected to sign the contracts listed above, including all standard terms and conditions contained in the sample contract as requested by the District.
- c. Personnel substitution – if the Contractor must substitute personnel included in the original Proposal, they must obtain written District approval of substituted personnel, prior to substitution.

- 4. ATTACHMENT L RISK ANALYSIS has been added to the Solicitation. ATTACHMENT L is attached hereto.
- 5. The following language is added under Section II STATEMENT OF WORK 3. PROJECT SPECIFIC REQUIREMENTS General:
 - g. Demo and replace any roof areas that have been damaged by moisture intrusion.
- 6. The Words “and aesthetic approach to the Project “ are removed from Section V (4.)(d.)(i.)(c.) of the RFP.
- 7. Attachment F is replaced with the version of Attachment F that is attached to this Addendum.

CLARIFICATONS:

Question: Has the roof been scanned for moisture?

Answer: No, but leaks are known to have occurred.

Question: What is the total project budget?

Answer: \$2.25M

Question: Is the intent to have every proposer to provide conceptual plans? Item d.i.a states to include roof and mechanical plans. Is the intent of the RFP for each design build team to provide a complete roof and mechanical plan? Can you please clarify what is considered a conceptual plan? Can plans from a previously completed project be provided to show as conceptual plans and proof of concept?

Answer: The RFP requires that Proposals include Conceptual Plans. See Section V (4.)(d.) for information about what is required and evaluated concerning Conceptual Plans. It is up to the Proposer’s discretion as to what types of conceptual plans it wishes to submit to best respond to the District’s stated criteria. As far as clarifying what is considered to be a Conceptual Plan, the District recommends consulting with your design partner on what might be considered a Conceptual Plan for the purposes of this RFP.

Question: Does the District have a preference between TPO or EPDM?

Answer: Either TPO or EPDM are acceptable per the District’s Technical Standards. No additional points will be awarded directly for proposing one roofing material over the other. It is up the Proposer’s discretion as to which type of roofing material to Proposer. For example, Proposers might consider how points are awarded under the RFP (e.g., cost, warranty, etc.) and decide which option to Propose based on how that option factors into their overall Proposal and the RFP evaluation criteria.

Question: Is a GMP required to be submitted with Proposals.

Answer: Yes. Please use Attachment F. An updated version of Attachment F has been provided as part of this Addendum. See Changes 7.

Question: How will the GMP/Pricing be scored?

Answer: Please see the following language from SECTION V – RESPONSE AND EVALUATION, 6. EVALUATION CRITERIA:

Pricing will be compared among all responsive Proposals submitted. The lowest overall priced proposal will receive the full points available. All other proposal pricing scores shall be weighted against the lowest price proposal (Lowest price scores the highest. All other higher priced proposals are weighted against the lowest priced proposal).

Question: For item j of the RFP there are 4 separate components. Please provide the scoring breakdown or percentage for each of the 4 components. If this is not available, how will the score for item j be calculated and determined?

Answer: **The sixty (60) points possible under Section V.(4.)(j) are awarded as noted in the above answer. Attachment F has been updated to include information collected under all four components of the above section (i., ii., iii., and iv.) on the attachment. While only the total GMP factors directly into the scoring calculation, provision of all the information requested on Attachment F is a factor in assessing Proposal Responsivness. Proposers should also note, though not included in Proposals, an itemized statement of the GMP will be required from the successful Proposer prior to executing a Contract. See Changes 3. And the Sample Contract for more information about the itemized statement of the GMP.**

Question: For the GMP, are Proposers required to get sub-contractor bids?

Answer: **There is no requirement of such in the RFP documents, so it is up to Proposers to decide how they wish to arrive at the amounts to Propose for the GMP. The District will include that GMP in a Contract resulting from this RFP.**

Question: The RFP asks for a complete GMP. Is the intent of the RFP to contract with the contractor for the GMP amount submitted as a response to item j.i?

a. Will there be a round of document review and approval by the district? Will the contractor be expected to absorb any cost increases driven by the review if the contractor's proposed plan meets code?

Answer: **Per Section V (4.)(j.) of the RFP:**

i. The price established for the project will be the cost of the work plus a fee; the contract amount will be set as a guaranteed maximum price and shall include the required design services. Please indicate the cost (GMP) for the project including all work.

In response to sub-part a. of the above question: yes there will be design reviews. Pursuant to Section II STATEMENT OF WORK 3. PROJECT SPECIFIC EQUIREMENTS Design Services:

b. Design review with District stakeholders will be required at 100% DD and 80% CD level design documents.

As a matter of clarification, if at the Design Reviews, the District makes changes to things that meet technical standards and are within code, then the District will will compensate for any associated cost increases. If changes resulting from the Design Reviews do not meet those criteria, then any associated costs must be absorbed. Changes will be governed as noted in the sample contract documents.

Question: Per E. under Section V for the risk mitigation plan it states: The proposer's risk mitigation plan must address all risk identified in the RFP risk Analysis Attachment. Can you please provided this analysis?

Answer: A Risk Analysis has been added. See Changes 4. for details.

Question: Do we pull the old drains and put in new mechanical ones? What about the roof penetration, exhaust fans, and exhaust collars? Do we need to demo the piping?

Answer: Besides the roof top unit and the condenser unit that are being replaced, all the rest of the mechanical components on the roof are not required to be replaced unless they must be to maintain warranties, compliance with applicable codes and standards. Any work in the Design-Build Solution that may result from the main outcomes of this project – specified roof overaly and HVAC replacements – shall be considere and included in Proposals (e.g., rasing up, replacing curbs or flashing if needed, etc.).

Question: Should we include an add-option allowance to disconnect the piping, raise it, and put it back?

Answer: If the Proposed solution includes raising and putting back piping, then the costs of such must be included in the GMP. It is up to the Proposer's discretion how it wishes to include these costs in the GMP.

Question: Where has moisture intrusion occurred?

Answer: The custodian reports multiple roof leaks, but the District cannot confirm where they are all located, if they are currently leaking, or other details. Proposers should assume there has been moisture intrusion.

Question: Can you identify which roof areas are leaking?

Answer: See above answer.

Question: Where are the leaks through the roof assembly?

Answer: See above answer.

Question: Do roof leaks occur more in cold weather or only during rains?

Answer: See above answer.

Question: Is there a District standard for the Overlay?

Answer: Yes, there is a District standard. Please see the technical standards accessible via the link included in the Solicitation for details.

Question: Does the district have written standards for roofing and mechanical work? Can you please provide them if there are?

Answer: Per SECTION II – STATEMENT OF WORK, 2. GENERAL REQUIREMENTS:

a. Technical Specifications: All work in the design-build scope shall conform to the BSD technical standards unless changes are approved in writing during the design phase. <https://www.beaverton.k12.or.us/departments/facilitiesdevelopment/technical-standards>

Question: Are you looking for any added R-value?

Answer: The RFP documents do not request or require increased R-value beyond any that might be achieved by completing an overlay in accordance with the District's technical standards. This is primarily due to project budget constraints – the total project budget is \$2.25 million.

Question: Abatement work is to be done by the Contractor, has any abatement testing been done?

Answer: The roof has been tested for asbestos and it was negative.

Question: Please provide an asbestos survey for the area of work.

Answer: See above.

Question: Were any products between the ground and the plywood tested for asbestos?

Answer: See above.

Question: Does the district have As-built documents?

Answer: No, not beyond what was provided.

Question: Can the district provide a CAD or pdf background of the roof plan.

Answer: None were located.

Question: Is there ½", ¾" or other plywood on top of the T&G?

Answer: This information is not available.

Question: How much insulation is on the T&G or plywood?

- a. How thick is it?
- b. How many layers are there?
- c. What kind of insulation is each layer?

Answer: This information is not available.

Question: Is the insulation hot mopped to a vapor retarder or felt?

Answer: This information is not available.

Question: Is there a vapor retarder or felt under the insulation?

Answer: This information is not available.

Question: Does the District require a fully adhered roof assembly to improve energy efficiency or is mechanically attaching through all of the roof assembly components acceptable?

Answer: Fully adhered is required by the Technical Standards.

Question: What are your current concerns relating to the roof's aesthetics?

Answer: No current concerns. Please see Changes 6., which removes aesthetic approach from the Section V (4.)(d.) of the RFP. Aesthetics should be consistent with a quality installation of the specified roof and components, as well as any applicable code requirements.

Question: Can you confirm if the proposal requires this Proposal Security, the language in the RFP states no bid bond is required?

Answer: Proposal Security is required. Failure to provide Proposal Security (Attachment G) may result in rejection of Proposals. The language stating that no bid bond is required is not intended to remove the requirement for Proposal Security.

Question: Would it be possible to send someone out to take aerial photos of the roof with our quadcopter? If so, please let us know what rules/regulations apply to the district/site.

Answer: Operating the quadcopter is governed by Board Policy ECACB. Any Proposers interested in doing this must submit the attached "Drone Request Form" to Contracts@beaverton.k12.or.us for consideration. While the District will make an effort to process your requests in time, this is not guaranteed. Any Drone Request Forms must be submitted as far in advance of closing as possible to maximize the Proposer's chances of having their request processed prior to closing.

Question: With respect to § 3.2 Procurement Requirements of the Sample Contract, if a Proposer intends to self-perform the HVAC work in the RFP, what is required by the owner to be submitted with our RFP response? I'm not clear on what would qualify as a "detailed proposal" from BSD's point of view.

Answer: Because the cost of the work is competitively evaluated in the RFP, an independent cost estimated for self-performed or affiliate performed work will not be required by the Owner.

Question: Regarding the "independent cost estimate required prior...", should the costs for this be included in our design-services or will they need to be contracted by the SD separately to avoid appearance of conflict of interest?

Answer: Per the prior answer, no independent cost estimate will be required by the Owner.

SECTION VI – ATTACHMENTS

ATTACHMENT L

Solicitation No.: 20-0002

RISK ANALYSIS

The following risks have been identified relative to this Project. Per Section V (E.) of the RFP, these Risks are to be addressed in the Risk Mitigation Plan.

- Completing the project on-time.
 - Specifically, delays due to unpredictable materials ordering lead times.
- Roof leaks during construction due to rain events during construction.
- Excessive Change Order costs.

SECTION VI – ATTACHMENTS

ATTACHMENT F

Solicitation No.: 20-0002

PROPOSER FEES AND COMPENSATION FORM

Please fill out completely with your proposed fees and compensation for the following items:

Role/Job Title	Hours	Hourly Rate

Total Design Services: \$ _____
(Use above table to provide hourly rates for Design-Builder, Architect and Consultants/Sub consultants Separately)

General Conditions: \$ _____

Design Builder's Fee: _____ %
(See Sample Contract for More Information about the Design Builder's Fee)

Total Guaranteed Maximum Price (GMP) = \$ _____

Signature: _____ Date: _____

Name (print): _____

Title (print): _____

Unmanned Aircraft Systems (UAS) Permission Form



Beaverton School District reserves the right to limit and restrict operation of Unmanned Aircraft Systems (UAS or drone) on District property. Operation of a UAS is permitted only under specific and limited circumstances and typically related to District business or activities. Under no circumstances will UAS operation be permitted without prior written authorization from the Superintendent or designee.

This form shall be completed in its entirety and all additional documentation submitted at least 10 business days prior to date of planned UAS operation. Submit completed form and all documentation to Risk Management department. All District functions and contracted use of District property takes priority over use of UAS even with prior approval. Requestor completes this form and initials all sections.

Key points:

1. Provide a Certificate of Insurance
2. Provide any and all FAA registrations, authorizations, and certifications
3. Initial and sign UAS Permission Form Addendum
4. Signing and initialing this agreement holds the District harmless from any and all claims of harm to individuals or damage to property

Name of requestor	Business name (if applicable)	Primary phone number Mobile phone number
Street address	City, State, ZIP	Email

Describe request to fly UAS		
Location(s):		
Date(s):	Start time	Finish time
Purpose of UAS use on District property:		

<u>Pilot:</u> Full name: _____ Certifications: _____ Describe experience flying UAS: _____	<u>UAS:</u> Make/model/unique ID: _____ Date of manufacture: _____ Weight of UAS: _____ Has this UAS been crashed, suffered any impact, loss of power, or any other flight failure? <input type="radio"/> Yes, <input type="radio"/> No
---	---

Unmanned Aircraft Systems (UAS) Permission Form



Required forms to be submitted for consideration of approval and prior to operation (These will not be returned):

1. Certificate of insurance for general liability naming District, its board, officers, employees, students, agents, and volunteers as additional insureds. Insurance limits shall be at least \$1 million per occurrence and \$2 million aggregate.
2. Copies of any licenses or certifications of UAS pilot
3. Picture of UAS to be used including serial number
4. Inspection and maintenance record of UAS

By my signature I affirm that all statements are true and accurate to the best of my knowledge. I will comply with all rules contained in this form, referred to in this form, applicable local, state, and federal laws, whether or not they are referenced, stated.

Signature of Requestor

Signature of UAS Operator (if different)

Printed Name

Printed Name

Date

Date

Submit this form to Risk Management online or in-person.
Questions? We're happy to help: (503) 356-4560

risk@beaverton.k12.or.us
Risk Management
16550 SW Merlo Rd
Beaverton, OR 97003

Office Use Only below this line

Authorization Granted: <input type="radio"/>	Limited: <input type="radio"/>	Denied: <input type="radio"/>
Describe limitation or denial:		

Signature of Superintendent or designee

Printed Name

Title

Authorization:
Board Policy, Unmanned Aircraft System (UAS) a.k.a Drone (ECACB), Adopted 2017/06/12.
Legal References:
ORS 164.885, ORS 174.109, ORS 192.345, ORS 837.300-837.390, ORS 837.995
Federal Aviation Administration Modernization and Reform Act of 2012, P.L. 112-95, ss 336 (2012).
Federal Aviation Administration, Educational Use of Unmanned Aircraft Systems (UAS) Memorandum, May 4, 2016.
Family Educational Rights Privacy Act
Oregon School Activities Association Handbook

Implemented 2018/07/16

Unmanned Aircraft Systems (UAS) Permission Form



Addendum

Initials	1. All UAS operations may only occur during the times and dates approved.
Initials	<p>2. All UAS operators are responsible for knowing and following all applicable Federal and State laws. This includes <u>FAA Title 14.CFR and Part 107</u> and ORS 164, 174, 192, & 837. Rules subject to change.</p> <p>Key points (not exclusive):</p> <p>2.1 Maintain visual line of sight with UAS and operator</p> <p>2.2 No flying over people (that are not participating in the activity) or private property. And not under a covered structure</p> <p>2.3 No flying more than 400 feet high above ground level</p> <p>2.4 UAS must weigh less than 55 lbs.</p> <p>2.5 Only operate during daylight and civil twilight</p> <p>2.6 UAS must yield right of way to other aircraft and not interfere with any aircraft</p> <p>2.7 Maximum groundspeed of 100 mph (87 knots)</p> <p>2.8 No careless or reckless operations</p> <p>2.9 Requires a pre-flight inspection by the remote pilot in command</p>
Initials	<p>3. UAS operators are responsible for operating the UAS in a safe, responsible, and conservative manner so as not to cause harm or threat to any other users of District property or adjacent neighbors and community.</p> <p>This includes:</p> <p>3.1 Do not operate over buildings unless authorized here. _____(District authorization by initialing)</p> <p>3.2 Do not operate over people unless authorized here. _____(District authorization by initialing)</p> <p>3.3 Describe other permitted use. _____(District authorization by initialing)</p>
Initials	<p>4. Commercial and/or for-profit operations are expressly prohibited unless contracted directly with District.</p> <p>4.1 No photography or video of District property, District employees, or District students may be used, posted to social media, sold, marketed, published or used in any other way to bring financial gain.</p> <p>District note if any variances granted: _____</p> <p>_____(District authorization by initialing)</p>
Initials	<p>5. In consideration of being allowed to operate UAS on District property, operator and all parties associated with operator agrees:</p> <p>to release, waive, discharge, agrees not to sue, and agrees to hold harmless for any and all purposes District, its school board, officers, employees, students, agents and volunteers ("Releasees") from any and all claims, suits, actions or demands (including without limitation, reasonable attorneys' fees and expenses) of any character for loss, damage or injury to person or property, including bodily or personal injury or death, in any way arising out of or resulting from the use of District property or facilities by operator, its employees or agents. This release does not apply to bodily injury, personal injury or death caused by the gross negligence or willful misconduct of the District or its employees or agents.</p> <p>to indemnify, defend and hold harmless the District, its school board, officers, employees, students, agents and volunteers from and against any claim or loss arising out of or resulting from UAS activities or the actions of Operator employees, agents, or contractors.</p>

By my signature I affirm that all statements are true and accurate to the best of my knowledge. I will comply with all rules contained in this form, referred to in this form, applicable local, state, and federal laws, whether or not they are referenced, stated.

Signature of Requestor

Signature of UAS Operator (if different)

Printed Name

Printed Name

Date

Date

Implemented 2018/07/16

-END of Addendum

Peter Madaus

Contract Specialist