

July 28, 2022

**SOLICITATION ADDENDUM NO. 4  
RFP 22-0003**

**CM/GC – Beaverton High School Replacement**

**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. Proposer(s) 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 Proposer Certification form supplied in the solicitation document. Failure to acknowledge receipt of this addendum may be cause to reject your offer.

The closing date **REMAINS UNCHANGED:**  
**August 3, 2022 at 2:00 PM Pacific Time**

**CLARIFICATIONS/CHANGES**

**QUESTION:** After posting Addendum 3, the District received inquiries from prospective Proposers as to the reason for the change and the timing of the Addendum.

**ANSWER:** Although Addendum 3 did not extend the deadline for questions, the District wishes to address these questions. The District issued Addendum 3, which extended the Solicitation Closing date/time, to provide the District with time to consider properly-submitted Requests for Change it had received from prospective Proposers, to issue a subsequent Addendum (this Addendum 4) that allows for a reasonable amount of time for Proposers to consider its contents prior to the Solicitation Closing.

**QUESTION:** Prospective Proposers also asked questions about whether the target date range for interviews would change as a result of the change to the Solicitation Closing.

**ANSWER:** The dates listed were a target date range and the District had reserved the right to deviate from them at its sole discretion. The District cannot provide firm interview dates (just target dates that are subject to change) due to unknown factors that may affect the amount of time it takes to evaluate proposals and schedule interviews (if required). However, the District understands Proposers' need to plan for staff to be available for interviews. Therefore, the District has updated the Solicitation Schedule as indicated below (changes made by this Addendum 4 indicated by bold text):

<u>Solicitation Milestone</u>	<u>Date</u>
Mandatory Pre-proposal conference	June 21, 2022, 2:00 PM Pacific Time
Deadline for submitting requests for clarification, change, substitution, or solicitation protest	July 6, 2022

Closing  
Interviews (if required)  
**08/31/2022**  
Notice of Intent to Award a Contract  
**09/02/2022**  
Execute Contract

August 3, 2022, 2:00 PM Pacific Time  
Target date range: **8/30/2022 –**  
Target date range: **8/31/2022 –**  
No later than **October 3, 2022**

**QUESTION:** Addendum 2 requests a general conditions estimate schedule of values to be included within section 6. That may take a page or two. Can we assume that will not be included in the 16 page count limit?

**ANSWER:** This assumption is correct. The schedule of values for General Conditions costs and other items specifically requested under Section V DETAILED PROPOSAL CONTENT REQUIREMENTS (6.)(f.) of the RFP (added by Addendum 2) shall be considered a part of the "Fee Proposal; Preconstruction Fee, General Conditions, CM/GC Fee", which is excluded from the page count under Section V (3.)(c.)(v.) of the RFP.

#### **RESPONSES TO REQUESTS FOR CHANGE/CLARIFICATIONS RECEIVED**

**REQUEST:** The District received from Prospective Proposers the below Requests for Change, which also included clarifications, to the Sample Contract language. This is de facto a request to change the provision under Section I (6.)(b.) of the RFP, which states, "The District will not negotiate Contract terms and conditions."

**RESPONSE/CHANGE:** In consideration of this request, the District makes the following changes to the Solicitation:

- 1) The provision under Section I (6.)(b.) of the RFP indicating that, "The District will not negotiate Contract terms and conditions." is removed and replaced with the following language (in bold font): **The District may negotiate Contract terms and conditions with the successful Proposer.**
- 2) Section I (6.)(b.) is hereby removed from the RFP, and replaced by the following language (in bold font): **As soon as is reasonably practicable following the District's issuance of Notice of Intent to Award a Contract ("NOIA"), the District will finalize the Sample Contract and send this additionally modified, signable version of the Contract (including the A133, A201, and all attachments/exhibits) to the Proposer named in the NOI ("Apparent Successful Proposer"). In the event that the Apparent Successful Proposer wishes to negotiate the signable version of the Contract that it receives, it must complete any such negotiations according to the following "Initial Contract Negotiation Schedule":**
  - a. **The Contract Price (for pre-construction and any other prices/fees collected at that time but not including the GMP), and other terms the District deems necessary to settle before presenting the Contract to its Board for approval must be agreed in principle no later than close of business on 9/13/2022 (this is the day before board reports are due for the targeted 9/19/2022 Business Meeting).**
  - b. **If 9/19/2022 Board approval is obtained, the Apparent Successful Proposer must sign the Contract no later than 10/3/2022.**

**Any such negotiations are subject to any applicable laws and other references to such contract negotiations as stated in the RFP. Additionally, the District bears no responsibility for the timely completion of Contract negotiations. The Proposer agrees that the Initial Contract Negotiation Schedule stated above, or as modified to include similar timeframes, constitutes a reasonable amount of time to complete contract negotiations. The District may, in its sole discretion, deviate from the Solicitation Schedule after Closing. In the event that the District deviates from the**

**Solicitation Schedule in a manner that would affect the above dates, the District may issue new deadlines for Contract negotiations and execution to occur in its sole discretion. If the Apparent Successful Proposer should fail to meet the deadline in either 2)(a.) or 2)(b.) above, or as subsequently modified by the District, the District may terminate negotiations with the Apparent Successful Proposer and proceed in any manner allowed under the RFP and/or applicable law. The forgoing contract negotiation language in no way limits the District’s right to terminate contract negotiations.**

- 3) Below is a list of specific requests for change. The District’s responses as indicated below indicate the District’s intent as of the date of this Addendum 4 and shall be assumed in the preparation of Proposals. The District may deviate from the below responses in its preparation of the signable version of the Contract, or in any subsequent contract negotiations (e.g., pursuant to other terms in the RFP concerning contract negotiations, etc.).

Contract	Article	Requested edit or clarification	Response
A133	3.1.4.5	Please confirm that this clause is specific to the result of loss of float due to the Construction Manager?	No, this is not the intent of this article
A133	3.2.1	If this GMP ends up being submitted and approved following the DD level documents, it may not consist fully of bids, quotes, or dollars supported by back up due to the bidding schedule that is decided by the team. This term limits the team’s opportunity to pick the best path for the project and we’d like to establish a plan with the Owner prior to finalizing this language.	While this contract term would allow the Owner to request a GMP proposal as early as 100% DD, the intent of this RFP is that the owner successful Proposer, and other members of the team will work collaboratively to select a proper time to establish the GMP.
A133	3.2.1 & 3.2.4	Depending on when the GMP is submitted, it may solicit the need for additional contingencies and allowances that exceed the 5% as stated, which may include escalation. We ask to finalize this language with respect to the GMP process.	See above response regarding the timing of the GMP. The District does not intend to negotiate these articles (3.2.1 & 3.2.4) however, the District may, in its sole discretion waive it. Allowances are not limited to 5% per these articles.
A133	3.2.4	Confirm this is specific to 'Construction Contingency to be used during the construction phase of the project. Estimates provided prior to the start of construction may include additional contingencies or allowances based on the discussions and decisions of the team.	Confirmed.
A133	3.2.4	In regard to the Owner utilizing the contingency before project completion, we are in alignment on the concept (we want all of the BSD's funds going to good use at the right time), however we'd like to reach mutually agreeable language that defines who is responsible for identifying the remaining risks on the project so that funds that otherwise would be available for the project's	The owner and successful proposer will negotiate this term, specifically how to evaluate project risk.

		use aren't used too early in the process.	
A133	3.2.12	Suggest striking "without adding any additional Construction Fee". The fee should be based on the total Cost of the Work at the end of the day, i.e. we give back fee on any scope reduction and/or unspent dollars at the end of the project.	This may be subject to negotiation between Owner and successful proposer, however the District does not intent to accept a GMP proposal, or any contract terms that would significantly compromise the integrity of the Guaranteed Maximum Price.
A133	3.2.13	Suggest striking "without limitation any purported limitation on liability" as this voids the importance of Clarifications and Assumptions that accompany the estimate and is likely to be prior to the issuance of the 100% CD set so assumptions and clarifications will be needed.	The District does not intend to strike this language. One effect of this language is to ensure that the contents of the GMP proposal are consistent with its scope and purpose, for example, as indicated in articles 3.2.2 and 3.2.3. While we acknowledge that clarifications and assumptions are an important part of the GMP proposal, we hold that they should not include general contract terms, such as limitations of liability.
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<b>Contract</b>	<b>Article</b>	<b>Requested edit or clarification</b>	<b>Response</b>
A133	6.1.3.4 & .5	Please confirm alignment with GC's and Site Services will be billed at rates plus the GMP CM/GC fee. Specific Scopes of work that are self-performed shall be performed under a separate contract with a different Fee amount based on the risk of that scope.	<p>The District may negotiate some elements of the referenced Articles for additional clarity and ease of use in the administration of the project, however, the District does not intend to negotiate the overall intent of the language provided in the Sample Contract and as further clarified herein.</p> <p>Fee Exclusion Items are as listed in the Sample Contract A133, A210, and Exhibit C/Attachment H, including general conditions. Additionally, Fee shall not be applied the cost of Pre-Construction Services.</p> <p>The District will only enter into one Contract under this RFP and that Contract must be with the legal entity indicated on the Proposer Certification Form submitted by the Proposer with Whom the District is negotiating a Contract/GMP.</p>

			The no-fee items listed on Exhibit C/Attachment H for sub-contracts (Item #32) is intended to exclude fee on sub-contracts for competitively bid self-performed work. This is consistent with 6.1.3.4 of the Sample A133.
A133	6.1.6.1	Please confirm that Liquidated Damages are the sole remedy for not meeting the substantial completion date.	No, liquidated damages are not the sole remedy for not meeting the substantial completion date. Please review the last sentence of this article.
A133	7.2.4	(This section) indicates reimbursement of labor costs through fully loaded rates per proposal, or verifiable rates. Is it the intention for the fully loaded rates to be submitted with the GMP Amendment, and/or will the rates be verified prior to the start of work?	It is our intent to have verifiable fully loaded rates submitted with the GMP Amendment.  The rates will be verified by the District's Auditor, subject to the limits within this article, at the completion of work to ensure the proper rates were applied.
A133	7.2.6	We would like to understand the approval process timeline in order to utilize overtime, as in some cases the need for overtime is sudden. May consider language that allows for some flexibility in utilizing contingency that is within the GMP.	The process whereby the District considers and responds to (e.g., approves, rejects, etc.) requests for OT that would require a contingency draw will be clarified during the contracting process. If during those discussions, the District finds it to be in its interest, the District may consider changes, if any are needed, that would allow for an expedited OT requiring contingency draw approval process under limited circumstances.
A133	7.3.1	Would like to find a mutually agreeable terms for self-performed work. If we bid certain scopes on the market, it feels prudent to have that contracting format be consistent to all bidders, and in many cases lump sum provides the best outcome and lowest cost to the Owner. This clause does allow for Owner approval - so something to discuss as we collaboratively work through the contracting plan.	Contract term to remain as is.
A133	7.5.1	Looking for clarification on the intent of "...that are not fully consumed, shall be based on the cost or value of the time at the time it is first used on the Project site less the value of the item when it is no longer used.." We would need to understand how this would be tracked and what	This clause was developed with our Auditor and may be discussed and clarified with successful proposer. For the purposes of this RFP, tracking and application are as allowed under the contract Sample Contract terms.

		it applies to.	
A201	1.1.1	Please clarify if the intent is for RFI's to be deemed as 'direction'	Please refer to article 7.4 for minor changes in the work. Written direction for minor changes in the work may come in many forms, including but not limited to RFIs and ASIs.
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Contract	Article	Requested edit or clarification	Response
A201	1.1.3 & 1.2.1	Please confirm that it is not intended to make the Contractor solely responsible for the work of the project as a whole in respect to "work of Separate Contractors"?	Although District staff do not read the referenced Articles to indicate such an intent, Proposers will have to discuss this with their respective experts/advisors. This can be further clarified and discussed with the successful Proposer.
A201	1.2.4	Modify: .7 Contractor's response, .8 Owner's Solicitation as this will allow for our response and commitments that were that basis of the selection to be part of the contract.	Modification is rejected. This is non-negotiable. Regardless of this rejection, the successful Proposer's response and commitments will still be included in the Contract as indicated in the Sample Contract.
A201	1.2.5	This section should be reviewed in relationship to when the GMP is established and the level of documents at that time.	This term may be reviewed at the time of GMP proposal submission to ensure that its original intent is upheld with respect to the structure of the GMP proposal and other Contract Documents.
A201	1.2.6	"Where a conflict in Contract Document requirements occurs between the Specifications and Drawings or between Drawings only and clarification is not secured in writing prior to the Contractor's bid date or execution of the agreement, whichever is earlier" needs modified based on the timing of the RFP response and execution of the contract in relationship to the status of design documents.	The District will remove "or execution of the agreement, whichever is earlier" from this Article so long as the Agreement is promptly executed (i.e., within the time parameters stated in the RFP) and the successful Proposer certifies that no bid dates have occurred for the project.
A201	2.3.3	Please clarify this article "who need not be a licensed to practice architecture".	This would only be in the Owner procured a "related service" that performs a part of the Architect's responsibilities, but which is not required to be licensed to practice architecture to perform that scope of work (e.g., the remaining scope of work is not actually architecture).
		Need to better understand that timing of contract	The contract including, the A133 and A201,

A201	3.2.2 & 3.2.5 & 3.2.6	execution, as we are assuming the A201 gets signed prior to or during preconstruction and this language should be modified or issued as part of the final document issuance.	are to be signed prior to preconstruction services. The GMP will be an addendum to this previously executed contract. Although the A201 must be signed concurrently with the A133, the District may make modifications to the referenced Articles to account for this (e.g., changing to indicate that certain clauses are “upon execution of the GMP Agreement or early work amendments, whichever is earlier, etc.).
A201	3.2.4	This clause is putting the Design Teams errors and omissions responsibilities onto the contractor. We'd like to find mutually agreeable terms that meet the intent of the district.	Generally, this Article reflects one of the Contractor’s crucial roles on the project team – to promptly communicate various problems it finds in its execution of the work to the other members of the team. The District may further discuss this section with the successful Proposer.
A201	3.2.4.1	(This article) requires the Contractor to confirm easement, covenants and other recorded documents. Will these documents be provided to the Contractor for review by the Owner or their agent during preconstruction?	Yes, the owner will provide information as required by 2.2. At this time, we are acquiring title reports, site survey and complete hazardous materials survey.
A201	3.2.4.3	Add: unless lacking clarity or conflict within the documents	Contract term to remain as is.
Contract	Article	Requested edit or clarification	Response
A133	3.2.10	(This article) references Exhibit C, which was not provided. Are the Exhibit C and the RFP Attachment H, costs for General Conditions Work matrix the same?	Confirmed, this will be corrected on the Contract provided to the Successful Proposer.
A133	3.2.12	(This article) indicates that if the Allowance is exceeded the GMP shall be increased, without adding Fee. It also states that “Work covered under an Allowance shall be accounted for on the same basis as extra work (ie the same percentages for overhead and profit and general conditions that apply for extra work would be applicable to Allowance Work.). Is the intention that Fee is or is not increased if the GMP is increased as a result of the Allowance being exceeded?	The intent of this language is that there will be no fee applied to amounts of approved allowances that exceeds the allowance amount, but that the same fee applicable to extra work shall apply to allowance amounts within the allowance amount.
A201	3.3.2	Would like understanding of intent specific to this clause where it states the Contractor is not relieved of obligations regardless of activities/duties of the Architect or by tests, inspections or approvals. See also A201 3.3.8	The two referenced articles are intended to keep the contractor’s obligations intact regardless of the listed actions/circumstances/etc. These articles are non-negotiable.

		(related to inspections by public authorities).	
A201	3.3.7	Conflicts with the definition of the GMP re: only represents low bid.	The referenced article does not seem to align with the comment.
A201	3.3.9 & 3.4.6	Would like to review "responsibility to hire all personnel for the proper and diligent prosecution of the Work in respect to selecting the low responsible bid in an open market environment. What criteria is in place for the Contractor to select the firm performing work?"	This may be discussed between the Owner and successful Proposer.  To begin the discussion, Proposers should propose their solutions in response to "Detailed Proposal Content Requirements" #4 e,f,&g
A201	3.4.2.1.5	Would like mutually agreeable language as the Contractor is not a design nor engineer and shouldn't be responsible for 'all' impacts of a potential change.	This is section is regarding substitutions. If the contractor requests a substitution, they must justify that the substitution as defined in this section with consideration for the impact to the project, for the Architect and Owner to review and approve.
A201	3.5.1	We would like to discuss that BSD consider adding back "normal wear and tear" provision from AIA contract back into the warranty section.	This is non-negotiable. The modified language in the Sample Contract excludes from Contractor's warranty remedy for damage or defect caused by... normal wear and tear. It also ensures that the warranty holds regardless of normal wear and tear. We believe this is a reasonable clause that is protective of both parties' interests (i.e., contractor does not remedy damage/defect caused by normal wear and tear, and Owner is protected from normal wear and tear voiding the warranty). Additionally, the intent of this sentence is that the work remains functional regardless of "normal wear and tear".
<b>Contract</b>	<b>Article</b>	<b>Requested edit or clarification</b>	<b>Response</b>
A201	3.7.1	We can pay for the building permit and others but will need an understanding from the design team of those costs to include within the Estimate. This is typically paid by the Owner to avoid mark-ups to costs going to jurisdictional entities.	Please refer to Exhibit C/Attachment H
A201	3.7.3	Add: unless directed to by Owner or Project Documents	The District will not negotiate this article. Please note that the article includes that "...the Contractor shall assume appropriate responsibility...".



A201	3.7.4	We would like to discuss the removal of the architect from the general indemnity for the following reasons: we will not have a contract with the architect, insurance will not cover this, and we should not be responsible for the architect's negligence	The District may consider this request if, at the advice of its counsel, it does not increase the District's legal risk, exposure to damages, or otherwise negatively affect our interests.
A201	3.7.4	Pursuant to ORS 30.140, the Contractor shall not defend or otherwise indemnify the Owner for its own negligence.	This is subject to negotiation between Owner and successful proposer. If the District's counsel finds this article or the contract to be in violation of the cited statutes, appropriate edits may be negotiated.
A201	3.9.3	Would like to modify to 'full time' in lieu of 8hrs for 5 days per week. The work hours can fluctuate based on the needs of the project schedule and daily activities. In addition, each of the people will need certain amounts of PTO over the course of the project.	The District will not negotiate this term, however, in accordance with the term, the District may allow an alternate representative to supervise the project during vacation times or alternate working hours.
A201	3.10.1	Please clarify what is intended by "resource load", as this can be a timely and costly activity which we have other ways to perform that are less expensive.	This is subject to negotiation between Owner and successful Proposer.
A201	3.10.4	Would like mutually agreeable language as certain activities such as overtime, additional shifts, etc. can be a project cost in certain scenarios.	Contract term to remain as is.
A201	3.10.7 & 3.11	Would like to review the specific reports and expectations of those so we can ensure we have adequate staff.	This is subject to negotiation between Owner and successful Proposer.
A201	3.12.5	Would like mutually agreeable language that fits the needs of the project from a procurement standpoint. There are cases where it is in the best interest of the project to break submittals down into smaller packages or submit something early to avoid lead time or escalation increases.	This is subject to negotiation between Owner and successful proposer.

Contract	Article	Requested edit or clarification	Response
A201	3.12.8 & 4.2.7	Would like to review with the Owner and Design Team regarding responsibility through the shop drawing process. We understand that errors & omissions in the creation of submittals and shop drawings reside with the Contractor, however we have seen changes being made within the submittal process and should establish a SOP on the process to provide the best outcome for the project.	This is subject to negotiation between Owner and successful proposer.
A201	3.12.10	Would like modify section so that we are entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Document.	Contract term to remain as is.
A201	3.12.10.1	This section states that engineering is a Cost of Work, whereas the matrix states that it is a Fee item. Please clarify?	Attachment H does not show the engineering is a Fee Item. It is a Cost of Work.
A201	3.18.1	Need to find mutually agreeable terms that protects all parties and must comply with Oregon statute that recognizes that insurers will require certain terms. Also, please confirm that the Contactor is only subject to LD's, not consequential.	The insurance language may be subject to negotiation between Owner and successful proposer.  The contractor is subject to consequential damages.
A201	4.1.2 & 4.2.2.1	Please clarify intent as the Contractor should be able to rely upon the decision of the entity communication with us and should not have to second guess the Architect's directives in the change that the Owner disagrees. Is the intent that the Owner reviews all documents before the Architect issues, or will the Owner issue it themselves?	As stated in article 4.2.2.1 the Architect is not the owner's representative. All information will flow through the Owner's representative(s) as stated in the RFP.
A2001	2.3.4	The standard AIA environmental indemnification has been removed from the Contract. Also, 2.3.4 of the A201 has removed the standard language for the owner to provide information about the site. What information will be provided by BSD to ensure there are no environmental issues with the site?	The owner will provide information as stated in Article 2.2. At this time we are acquiring tittle reports, site survey and complete hazardous materials survey.
A201	5.1.1 &	With the terms "Subcontractors" and "Sub-Subcontractors" being synonymous, please help	All tiers of subcontractors are held to the same requirements as indicated in the

	5.1.2	clarify the requirements as it relates to the different parties.	Contract. This is non-negotiable.
Contract	Article	Requested edit or clarification	Response
A201	5.2.1	Would like to define the criteria together that establishes a 'responsible' subcontractor vs an 'non-responsible' subcontractor, as other sections of the contract require the selection of the lowest reasonable bidder wins.	This may be discussed between the Owner and successful Proposer.  To begin the discussion, Proposers should propose their solutions in response to “Detailed Proposal Content Requirements” #4 e,f,&g  Note that governing OAR may provide guidance on Bidder/Proposer Responsibility.
A201	5.4.1 & 5.4.3	Need clarification of intent on the Contractor responsibility that remains intact if Owner takes assignment of any Subcontractor.	Contract term to remain as is. Additional clarification may be provided during Contract negotiations. Proposers should consult their own legal counsel regarding what, if any obligations may remain after assignment might occur as described in the Sample Contract.
A201	5.6.1	Agreeable clause if we can add that we have received payment from Owner for allowable costs per the contract.	Contract term to remain as is.
A201	6.1.1 & 6.1.4	Would like to review with Owner for clarity, specifically related to separate contractors terms that are similar to the Contractor's in respect to indemnity, safety, site responsibilities, and insurance.	This may be reviewed for clarity, and if the District finds there to be a need, may be subject to negotiation between Owner and successful proposer. Note that per the insurance attachment to the Sample Contract, the District intends to refine the OCIP language.
A201	6.2.1	Asking for an exception to our responsibility in the event of a latent defect.	Contract term to remain as is. If any exception would be made by the owner, it would be in the form of a waiver to this contract language.
A201	7.1.3	Would like to review the 7 day timeframe. This timeframe, if stated at all, should represent all scenarios which could include large changes that take time to review, understand, price, vet, provide appropriate back-up, etc. Would ask for 30 days which is consistent with 7.6	This term will be subject to negotiation between Owner and successful Proposer.
A201	7.2.7	This is an unusual clause and would like to understand the intent as we would need to	This term is related to the District’s auditing requirements. The District may

		ensure that all subcontractors understand this requirement as well. Typically, final payment constitutes all items have been resolved.	negotiate this term, but only as deemed acceptable by the District's auditor/legal counsel.
A201	8.3.1.2	We would like to discuss including language that allows for an appropriate time extension if a concurrent delay exists. Currently, 8.3.1.2 does not allow a time extension for a concurrent delay.	Contract term to remain as is.
A201	8.3.4	looking for mutually agreeable language that clarifies that cost impacts related to said schedule impact are not waived due to this clause.	This is subject to negotiation between Owner and successful proposer.
<b>Contract</b>	<b>Article</b>	<b>Requested edit or clarification</b>	<b>Response</b>
A201	8.3.4	Would like to re-insert the deleted provision which states that the Owner is responsible for a Separate Contractor's Delay, improperly timed activities, damage to the Work or defective construction (standard term within A201 6.2.3).	This is subject to negotiation between Owner and successful proposer.
A201	8.3.6	Please add: as it relates to being within the control of the Contractor.	Contract term to remain as is. See paragraph 8.3.1.
A201	9.1.2	Our assumption is that this will NOT be a line item GMP, language in the contract is vague.	9.1.2 was removed from our Contract
A201	9.3.1 & 9.9.3	Asking for these articles to be un-modified as it puts the risk on the Contractor for liabilities that the Contractor is not responsible for.	Contract terms to remain as is.
A201	9.5.1 & 9.6.8 & 9.6.9	Please clarify the intent as a bond is security and fully protects the Owner from any claim. This article should be conditioned upon payment to Contractor.	Contract term to remain as is.
A201	9.8.1	Substantial Completion definition is more akin to Final Completion requirements. We can do this, but please be aware that it will make the schedule 'appear' longer in duration as such. We would welcome a discussion to find the best situation for the Owner.	Contract term to remain as is.

A201	10.1.1.1 & 10.1.2.1.4	Would like to find mutually agreeable terms, as the Contractor shouldn't be liable for safety, property protections, and violations that were the result of action or inaction by the Owner or Architect. 10.1.2.14 requires the Contractor to be responsible for the Owner's forces and their separate design professionals and contractors, but we would need to understand what that 'need' is. For example, is the contractor responsible for protecting the building from any potential damage caused by OFOI equipment and/or furniture prior to Substantial Completion?	Contract term to remain as is. Specific provisions within the OCIP will be negotiated.
A201	11	Please provide Exhibit B	Please see Attachment I
A201	11.3	We would need to confirm with the Bond Company	The successful Proposer will be required to provide bonds as required under the contract.
Contract	Article	Requested edit or clarification	Response
A201	13.6	Would like this modified that the Owner needs to provide us notice of a claim as soon as damage/defect is discovered (and not when all requirements are met).	Contract term to remain as is.
A201	12.2.2.3	Would like to strike extension of time on corrective Work. The Warranties will be dictated by the specifications and any and all repair work within that time will be corrected.	Contract term to remain as is.
A201	14.3	We would like to discuss the intent of the termination for convenience language in regard to seeking consequential damages as well as withholding amounts for claims asserted by the Owner.	This may be clarified, but the District intends that this contract term is to remain as is.
A201	14.5.1	We would like to find mutually agreeable terms that doesn't allow for the Owner to terminate the contract and then also claim a breach, except as to those clause which specifically survive termination, i.e.. Indemnity.	This may be clarified, but the District intends that this contract term is to remain as is.
A201	14.5.8	Please strike that a default under any contract with the owner may, at the election of the Owner, constitute a default under all contracts with the Owner. Each project should stand on it's	The District will discuss the intent and effect of this clause, and it may be subject to negotiation between Owner and successful proposer.

		own.	
A201	15.1.2 & 15.3.1 & 15.4.1.2	The requirements in these clauses should be mutual.	This may be clarified, but the District intends that this contract term is to remain as is.
A201	15.1.7	Please reinstate 15.1.7 The Waiver of Consequential Damage Clause, so that it is clear that the sole remedy for the schedule extending past the Substantial Completion date is the agreed to liquidated damages.	Contract term to remain as is. Liquidated damages is not the sole remedy for extending past the substantial completion date.
		If successful, we request to discuss the inclusion of a mutual waiver of Consequential Damages within this Contract.	Contract term to remain as is.
Attachment H		There are several items included within the column titled "Direct Reimbursement NO FEE" that appear to be Cost of Work items where Fee would apply. This includes, "Subcontracts associated with the Direct Cost of the Work" in addition to others. Please confirm that Fee will apply to these items per the terms of the Contract.	This was addressed in Addendum #2
Reference Section	Requested edit or clarification		Response
Attachment I	<p>Below are items related to the Attachment I Insurance Requirements which we would like to discuss as there is some missing information and/or clarifications required.</p> <ol style="list-style-type: none"> <li>1. Item 1.7.3: Rates may change from the time of enrollment and we request the language be adjusted to allow for reimbursement at the cost/rate at the time of OCIP termination.</li> <li>2. Item 1.7.6.b: We request the language for the OCIP deducts being adjusted so that the adjustment is equitable replacing "may" with "shall".</li> <li>3. Item 1.7.6.e: We request removing "solely" and adding " and as agreed upon between the Subcontractor and Sub-subcontractor and the Owner"</li> <li>4. Item 1.8.1.c: This section indicates that proposals do not include costs of OCIP coverage. This appears to be in conflict with provisions elsewhere in this</li> </ol>		<p>This is subject to negotiation between Owner and successful proposer.</p> <p>As stated in the attachment "This is sample language only – language such as this will be reviewed and harmonized with existing contractual provisions including without limitation, definitions of terms and conflicts with other provisions"</p>

	<p>Attachment I which require deducts and audits for these costs. Please clarify.</p> <ol style="list-style-type: none"><li>5. Item 1.8.2.i: This section is very broad, and Contractors/Subcontractors likely cannot provide. We suggest that this be modified to providing what is industry standard.</li><li>6. Item 2.3: We will make our insurance policies available for review by appointment with the VP of Insurance &amp; Surety, however, we cannot issue them.</li><li>7. Item 2.2.7: Our self-insured retention is greater than \$25,000. Please confirm if acceptable.</li><li>8. Item 3.1: Suggest that "The Architect" be removed</li><li>9. Exhibit O is not provided to confirm if requirements can be met or who may be required as additional insured.</li><li>10. Item 3.5: The following is not available in the market to be purchased and should be removed "For professional liability coverage, the insurance policy shall be endorsed to make the foregoing as Additional insureds"</li><li>11. Item 4.1: We request to review the builder risk policy once limits and other important information is available.</li><li>12. Item 4.3: There should be a dispute resolution mechanism to review and approve a BR settlement</li></ol>	
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**End of Addendum 4**