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October 26, 2022

Rainforth Grau Architects Project No. 21-1495
DSA File and Application No. 31-H3 / 02-120590
PTN: 66928-185

ADDENDUM NO. 1

District Office Expansion
Roseville, California

Rainforth Grau Architects



1. ALL WORKMANSHIP, MATERIALS, APPLIANCES AND EQUIPMENT which may be included in the following items shall be the same relative quantity as described for similar work set forth in the original or main specifications of which these Addendum items shall be considered a part.

2. RFP

   A. Exhibit D – Fee Proposal Form

      1. DELETE this exhibit in its entirety and REPLACE with the revised Exhibit D as included with this addendum.

   B. Facilities Lease Exhibit E – Insurance Requirements

      1. Section VI Builder's Risk/Installation Floater Insurance, delete the third sentence of the first paragraph and replace with the following:

         "Notwithstanding the forgoing, Entity's responsibility for losses caused by "Acts of God," as defined by California Public Contract Code section 7105, shall be limited to 5 percent of the Total Base Rent, and the Builder's Risk policy may include this limitation on liability."

2. Section IV Liability Insurance, add the following paragraph A.1.6 as follows

"6 Mutual Waiver of Consequential Damages. Except to the extent of any insurance coverage, the District and the Entity waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes, without limitation:

.1 damages incurred by the District for losses of use, income, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Entity for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

Nothing contained in this Section 6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents or shall be deemed to preclude, compromise, or modify the duties to indemnify and/or defend set forth in the Contract Documents."

3. RFP QUESTIONS AND ANSWERS

Question 1: Please confirm the 30-page count limit excludes the required Exhibits G and I.

Answer: Confirmed, 30-page count limit excludes required exhibits.

Question 2: REFERENCE: Facilities Lease Exhibit E, Section VI. Builder's Risk/Installation Floater Insurance. Question: Please confirm whether the District is looking for the full $20M of Earthquake coverage or just the 5% per PCC 7105.

Answer: See revised text in Item 2.B.1 above.

Question 3: The drawings received indicate 2 phases and the RFP references increments. Please confirm what increment are planned for DSA submission.

Answer: The project will be submitted to DSA as a complete project, no increments.

Question 4: REFERENCE: RFP Exhibit C Allowable General Conditions Cost QUESTION: 1. Does the GC's spreadsheet form need to be filled out and submitted with the RFP response? 2. If the spreadsheet is needed please confirm it should reflect 1 month of GC costs?

Answer: Exhibit C shall not be filled in and submitted with RFP response.

Question 5: REFERENCE: Body of Submittal section describing the RFP response format, section 5 paragraph f. QUESTION: Do you mean "cause"? Convenience is no reflection on the contractor.

Answer: Convenience is correct as written.

Question 6: Please confirm there will be a mutual waiver of consequential damages.

Answer: ADD: “5.6 Mutual Waiver of Consequential Damages. Except to the extent of any insurance coverage, the District and the Entity waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes, without limitation:

.1 damages incurred by the District for losses of use, income, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Entity for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

Nothing contained in this Section 5.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents or shall be deemed to preclude, compromise, or modify the duties to indemnify and/or defend set forth in the Contract Documents.”

Question 7: REFERENCE: Exhibit D Fee Proposal QUESTION: Please confirm we should input the $15,000 allowance for investigation on line “2. Site Investigation” of the Exhibit D. Fee Proposal form.

Answer: Confirmed. Include the $15,000 dollar allowance.

Question 8: REFERENCE: Facilities Lease Article 5.2 QUESTION: Please confirm that as this is an existing facility, the utility usage fees will be paid by the District.

Answer: Confirmed, actual utility usage fees will be paid by the District. All, if any, temporary infrastructure to distribute temporary utilities shall be paid for by the Entity.

Question 9: REFERENCE: Facilities Lease Exhibit D Section 14.01.B.1. QUESTION: As a Compensable Delay is not caused by the Entity, can the adjustment to the General Conditions be the prorated amount of the proposed/lump sum monthly cost per day rather than limited to $1,500 per day?

Answer: Requested change is rejected.

Question 10: REFERENCE: RFP Exhibit C Allowable General Conditions Costs spreadsheet. QUESTION: The reference spreadsheet lists specific positions for Project

Management and coordination, please confirm any staff, such as Accounting and Scheduling, seated in the main office, but working dedicated hours on the project, shall be included as part of the LLB General Conditions.

Answer: Question is too broad and appears to cover, at minimum, some overhead costs. There is no change to the document language relating to this question.

Question 11: REFERENCE: Facilities Lease Article 3.2.4 Liquidated Damages QUESTION: Please confirm liquidated damages will be the sole and exclusive remedy for delay.

Answer: Remedies for delay will be as specified within the documents.

Question 12: REFERENCE: Facilities Lease Article 3.2.8 Compliance with Education Code 17407.5 and Public Contract Code sections 2600 et seq. QUESTION: Please consider the following clarifications to the Facilities Lease: Delete the last sentence of the last paragraph of page 11, which is the first sentence at the top of page 12, as the statutes stand without this additional statement.

Answer: Proposed change is rejected.

Question 13: REFERENCE: Article 4.4.2.1 Total Base Rent QUESTION: Please consider the following clarifications to the Facilities Lease: Clarify savings in Allowances and Contingencies subsequent to the District's approval, and in the TBR total costs at the Notice of Completion, will be distributed in equal parts to the Construction and District's Contingencies. Clarify that during construction, the TBR will be not be managed line-by-line with costs removed from Direct Cost of Work at regular intervals.

Answer: Unable to respond to this question. The question is not clear and uncertain how this question directly relates to Article 4.4.2.1. There is no reference to "TBR total costs at the Notice of Completion". Uncertain what is meant by "Clarify that during construction, the TBR will not be managed line-by line with costs removed from Direct Cost of Work at regular intervals.

Question 14: REFERENCE: Facilities Lease Article 5.5 Indemnification QUESTION: Please consider the following clarifications to the Facilities Lease: We request that the Indemnification provisions be modified to be proportional and reciprocal to the District's and Entity's responsibilities relating to the project and Work. We will work with the District to develop fair and reasonable Indemnification provisions.

Answer: No alternate language proposed. Proposed change rejected.

Question 15: REFERENCE: Facilities Lease Exhibit E Insurance Requirements, Section VI Builders Risk: QUESTION: Please consider the following clarifications to the Facilities Lease: The contract states Builder's Risk policy needs to cover "soft costs." As soft costs can mean a variety of things to different groups, the insurers will require more detail in order to price it appropriately. Contract gives some

helpful descriptions in Section VI.A.3, but more details will be needed when procuring. Please provide information on the attached form, or confirm we can confirm/adjust upon selection.

Answer: To the extent that insurers need clarification of the scope of soft costs following award, the District will cooperate with its selected LLB Entity to clarify, but the bonds and insurance percentage bid cannot be adjusted following award.

Question 16: Is the current District Office going to be occupied during construction?

Answer: Yes, the current existing District Office will remain operational throughout construction of the building. Upon completion of the new building, District Office staff will move from the existing building into the new building. It is anticipated the duration of move will be approximately one week. Once staff has vacated, demolition of existing office building may commence.

Question 17: Can the bid date be pushed by one week?

Answer: The bid date will remain unchanged.

Question 18: Can the page count exclude resumes, and can those be provided as an appendix item?

Answer: Page count includes resumes

Question 19: Can the page count also exclude the Non-Collusion Affidavit (Section13) and Iran Contracting Act Certification (Section 14)?

Answer: Yes, confirmed.

Question 20: The drawings received indicate 2 phases and the RFP references increments. Please confirm what increment are planned for DSA submission

Answer: The project will be submitted to DSA as a complete project, no increments.

Question 21: Section V. Page 7 – The RFP states that the financial information forms in Section 12 are excluded, is this meant to be Section 11?

Answer: Financial information forms shall be excluded from the page count in both sections.

Question 22: Please confirm Builders Risk will need to be provided by the Contractor and where on the bid form should this cost be included. Assumption is that it would be included in the “*** LLB Cost of Bonds and Insurance” section of the Exhibit D – Fee Proposal form?

Answer: Yes, Builders Risk insurance is required. See Facilities Lease Exhibit E. The cost should be included on the "Cost of Bonds and Insurance" section on the Fee Proposal form.

Question 23: Exhibit D Fee Proposal requests a proposed rate for post-construction financing. Page 2 and Page 5 of the RFP (and Exhibit C to the Facilities Lease) establishes the term as twelve (12) months. What is the intended financing principal?

Answer: The District reserves the right to negotiate the post-construction financing amount with the selected LLB Entity after determination of the total base rent. Assuming the TBR is consistent with the estimated cost of construction at the time proposals are submitted, the District expects the financed amount to be between $750,000 and $1.75 million.

Question 24: Page 16 of 135 of the Facilities Lease (4.4.2.4.2) lists a Specific Allowance of $99K for purchase of any long lead time materials. Similarly, Page 6 of the RFP (1.a) lists an Allowance of $15K for T&M site investigation. Is an Allowance intended to transcribe to Exhibit D Fee Proposal and, if so, under what category of Preconstruction Services on Exhibit D, and what is the amount?

Answer: The $99,000 allowance for procurement of long lead time items will not transfer onto Exhibit D. The $15,000 allowance for site investigation shall be placed under Exhibit D, Preconstruction Services, item 2.

Question 25: During the mandatory preproposal conference, we understood Plans beyond those issued w/ the RFP may be forthcoming. If so, may we please receive them?

Answer: A link to these were emailed out to all companies in attendance.

Question 26: The Fee Proposal asks for Cost of Bonds and Insurance and refers to Exhibit F of the Facilities Lease. Accordingly, Exhibit F of the Facilities Lease says it DOES NOT include Insurance. Can the district please articulate what "insurance" is to be included in the line item on the Fee Proposal?

Answer: The Fee Proposal Form refers to Exhibit F to the RFP, which is the Facilities Lease. The reference is not limited to any specific Exhibit to the Facilities Lease, but includes all requirements for bonds and insurance in the Facilities Lease, including without limitation those insurance requirements contained in Facilities Lease Exhibit E.

Question 27: Reference Exhibit E (Section VI), please confirm Builder's Risk is intended to include coverage in the amount of twenty percent (20%) of the replacement costs for Extra Expense and Lose of Use and thirty percent (30%) of the replacement cost for Soft Costa coverage. Is Builder's Risk Insurance intended to be included in the Fee Proposal, or will it be deferred to time of TBR when the characteristics of project are better known?

Answer: Confirmed that Builders Risk insurance must include the coverages specified in Exhibit E to the Facilities Lease, including for Extra Expense/Loss of Use and Soft Cost coverage. Builder's Risk insurance costs should be included in the Fee Proposal under "LLB Cost of Bonds and Insurance.

Question 28: Will SWPPP be required of this project?

Answer: Yes, the contractor will be required to perform, and meet, all State and Jurisdictional requirement related to SWPPP for this project.

Question 29: Is the building to be completed prior to the existing building being demolished?

Answer: Yes, the existing building will be occupied during the majority of construction. Upon completion of the new building, District staff will move from the existing building into the new building. This is anticipated to take approximately two weeks. Once the move is complete, the existing building may be demolished and the parking lot work completed.

Question 30: Page 16 of 135 of the Facilities Lease (4.4.2.4.2) lists a Specific Allowance of $99K for purchase of any long lead time materials. Similarly, Page 6 of the RFP (1.a) lists an Allowance of $15K for T&M site investigation. Is an Allowance intended to transcribe to Exhibit D Fee Proposal and, if so, under what category of Preconstruction Services on Exhibit D, and what is the amount?

Answer: The $99,000 allowance for procurement of long lead time items will not transfer onto Exhibit D. The $15,000 allowance for site investigation shall be placed under Exhibit D, Preconstruction Services, item 2.

Question 31: Page 16 of 135 of the Facilities Lease (4.4.2.4.2) lists a Specific Allowance of $99K for purchase of any long lead time materials. Similarly, Page 6 of the RFP (1.a) lists an Allowance of $15K for T&M site investigation. Is an Allowance intended to transcribe to Exhibit D Fee Proposal and, if so, under what category of Preconstruction Services on Exhibit D, and what is the amount?

Answer: The $99,000 allowance for procurement of long lead time items will not transfer onto Exhibit D. The $15,000 allowance for site investigation shall be placed under Exhibit D, Preconstruction Services, item 2.

4. PROJECT MANUAL NONE

5. DRAWINGS NONE

* * * END OF ADDENDUM * * *

(Include this Exhibit in a sealed envelope as part of the New District Office Proposal Response)

Exhibit D – Fee Proposal Form for Lease-Leaseback Services for the New District Office Building

The undersigned hereby offers the Preconstruction Services Fee, General Conditions, Bonds and Insurance, Entity's Fee, and post-construction financing amount in the amounts stated below, for the furnishing of all services including, without limitation, for the furnishing of all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the construction of the above referenced project, in accordance with all the provisions of the RFP, including all attachments, and to the satisfaction of the District

The estimated "Direct Cost of Construction" work for this Project is **$20 million** (excluding the costs in the table below). Construction Contingency for the LLB Entity's use, after District verification and approval, will be 3% of the Direct Cost of Construction. Please do not make any changes to the table below. Proposer shall complete the information in the following table:

_____ _____

(Signature of Proposer) **(Name of Firm)**

Services:	Pricing Basis	Evaluated Price.
* Preconstruction Services 1. Collaboration/Meetings 2. Site Investigation (general) 3. Preliminary Project Schedule 4. Preliminary Cost Estimates 5. Value Engineering 6. Constructability Review 7. Development of Total Base Rent 8. Long Lead Time Items 9. Anticipated Expenses Total	FIXED PRICE	Fixed price 1. $ _____ 2. $ _____ 3. $ _____ 4. $ _____ 5. $ _____ 6. $ _____ 7. $ _____ 8. $ _____ 9. $ _____ Total: $ _____
**LLB General Conditions cost per Exhibit C of this RFP.	FIXED PRICE Cost per month $_____	Fixed Price in dollars (18 month duration times amount on the left) $_____
***LLB Cost of Bonds and Insurance-Refer to Exhibit F to this RFP (Facilities Lease). This same % will be used once the total TBR amount is determined.	Price expressed as a percent of the Estimated Direct Cost of the Work _____ %	Fixed Price in dollars (Estimated Direct Cost of Work times amount on the left) $_____
****Construction Phase Services Fee (Entity's Fee) as Specified in this RFP & Exhibit F. (Note: does not include the cost of performing the construction and direct costs, but shall cover Entity's Overhead and Profit associated with providing said Services. This fee cannot exceed 5.5% or proposer will be deemed non-responsive. This same percentage will be used once the total TBR amount is determined.	Prices expressed as a percent of the sum of the Estimated Direct Cost of Work plus General Conditions cost _____ %	Fixed Price in dollars (Sum of Estimated Direct Cost of Work plus General Conditions cost times percent at left) $_____
Total Price for Services (sum of dollar figures above)		$_____
Post-Construction Financing Rate	_____ %	N/A

The above amounts are to be stated in figures only and will be LLB Entity's total compensation for all contract work, not including Entity Contingency. 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 for at least 120 days following submittal of the Proposal.

*Preconstruction Services are more fully defined in Exhibit H to the Facilities Lease.

**LLB General Conditions is the figure provided by the LLB Entity's Fee Proposal Form for the project which also includes, but is not limited to, General Conditions of the Contract for Construction, project staff, temporary utilities, temporary facilities and other miscellaneous project costs as further referenced in Exhibit C to the RFP and not included in the direct cost of the work and the Construction Phase Services Fee (Entity Fee). Upon award of the Facilities Lease, this General Conditions cost becomes fixed as expressed in dollars, subject to later adjustment by the monthly rate if the Project duration changes.

*** The cost for bonds and insurances shall be inclusive of all of the requirements as noted in Exhibit F (Facilities Lease) to this RFP. The percentage bid in the table will be fixed and it will be applied against the actual TBR amount which will include the direct costs, general condition costs, Entity contingency, owner's contingency and any allowances. The amount noted on the right side of the table is for evaluation purposes only.

**** Construction Phase Services Fee shall be inclusive of all Proposer's profit, all price risk assumed in guaranteeing the Base Rent price, and all of LLB Entity's costs of performing the Construction Phase Services for the Project as specified in this RFP and associated Exhibits and in the final approved Construction Documents, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses, 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 percentage bid will be fixed and applied against the actual direct cost of the work plus the General Conditions amounts. The amount noted on the right side column of the table is for evaluation purposes only. General Conditions costs and the cost of bonds and insurance are not part of Construction Phase Services Fee.

A Construction Contingency of 3% of the "Direct Cost of Construction" Work which excludes the Preconstruction Services, General Conditions, Overhead and Profit fee, Allowances and Contingencies will be provided for the Entity's use with prior District's approval, and is not to be included in the Fee proposal. 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 changes arising from subcontractors' performance, approved by the District. The LLB Entity 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' scopes of work, and for any construction phase changes arising from subcontractors' performance, in excess of the LLB Entity's 3% contingency shall be borne by the LLB Entity.

In submitting the proposal as described herein, Proposer agrees that it has reviewed and agreed to all terms stated in this RFP and Associated Exhibits.

The proposed fees must be submitted on this Fee Proposal Form, completely filled out and in a sealed envelope, and delivered to the location listed in the solicitation document, or it will be disregarded.

End of Fee Proposal