



**County of San Benito
Resource Management Agency
Public Works Division**

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Steve Loupe, Public Works Administrator
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December 20, 2023

ADDENDUM NO. 2

The following amendment and clarifications are hereby made to the Contract Documents for:

**CONSTRUCTION MANAGEMENT SERVICES
FOR SAN BENITO COUNTY
FREE LIBRARY EXPANSION PROJECT
COUNTY PROJECT NO. PWB-2314**

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Contractors **must** acknowledge receipt of this Addendum in the space provided in the Bid Proposal. Failure to do so may be sufficient cause for the San Benito County Resource Management Agency to reject the bid.

TO ALL PROSPECTIVE BIDDERS:

All prospective bidders are hereby advised of the following changes to the RFQ:

1. The cover page is revised to read "Statement of Qualifications DUE: December 28, 2023 at 2:00PM"
2. Section 2.2, Activity is revised to read "Deadline for RFQ Submittals December 28, 2023"
3. Section 2.5, the first sentence is revised to read "The deadline for submitting a response to this RFQ is on December 28, 2023 @ 2:00 p.m., at the Public Works Department, 2301 Technology Pkwy., 1st Floor, Hollister, CA 95023."
4. Section 4.2, III., Testing and Inspections, a. shall be revised to read "County shall provide all necessary testing and inspections for the project."
5. Section 5.12 is being removed in its entirety.
6. Section 5.13 Force Majeure [sic], the last sentence, "Contractor shall make all reasonable efforts to prevent vandalism" is being removed from the RFQ.
7. Exhibit E, Indemnity, the first sentence, the word "volunteers" is being removed from the RFQ.
8. Exhibit E, Indemnity, Pg. 26: the last sentence of paragraph 1 is being revised to read "In addition, the Contractor shall hold the County of San Benito its officers, agents, and employees, harmless from liability, including costs and expenses, for infringement or use

of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used by the Contractor in connection with this Contract.”

9. The footer, Due Date, is revised to read “Due Date: December 28, 2023 @ 2:00 pm”

All prospective bidders are hereby advised of the following submitted questions and County responses to the RFQ:

1. Does the County expect the delivery method to be design-build or design-bid-build?
A. Design-build.
2. Can the County confirm if the CM firm is still required to provide scheduling software per sections 4.2a and 4.2b?
A. The Contractor shall provide scheduling software per sections 4.2a and 4.2b.
3. Can the County confirm that they would still like the CM to provide testing and inspections?
A. CM shall assist with oversight of the testing and inspections throughout the Project and provide reports and records to the County.
4. Can the county confirm that the retention amount should be reduced to a maximum of 5%?
A. Retention can be reduced to a maximum of 5%.
5. Section 5.12 Price Decline, Pg. 18: Would the County consider striking this provision in its entirety? By removing the Price Decline provision, we aim to prevent potential challenges arising from fluctuations in market prices or changes in our contractual engagements with other government entities while ensuring that we can provide the County with competitive and cost-effective pricing for our services.
A. Section 5.12 is being removed in its entirety.
6. Section 5.13 Force Majeure [sic], pg. 19: Would the County consider removing “Contractor shall make all reasonable efforts to prevent vandalism” from Section 5.13? It is a general understanding that force majeure events are deemed acts of God or unforeseeable. Alternatively, vandalism is not an act of God and is generally foreseeable. By excluding vandalism from this provision, we aim to ensure a clear and industry-wide level of consistency definition of force majeure and therefore allows for a more accurate allocation of risk and responsibility. Furthermore, because the contract duration extends through any warranty period, this places a burden of liability on the contractor beyond the traditional scope of work.
A. Section 5.13 Force Majeure [sic], pg. 19: ... “Contractor shall make all reasonable efforts to prevent vandalism” is being removed.
7. Exhibit E, Indemnity, Pg. 26: Would the County be willing to remove “volunteers” and “third parties” from the group of indemnitees? Volunteers typically contribute their time and services to an organization on a voluntary basis and may not have the same contractual relationship, obligations, skills, or liability exposure as paid employees or other contractors. Including volunteers and any non-contracted “third party person(s)” in

the list of indemnified parties creates an imbalance of responsibility for contractors with strict contractual obligations to match their skills and liabilities accordingly. In light of these considerations, we kindly propose that any indemnification provisions apply exclusively to parties with direct contractual agreements with your organization including officers, employees, and agents.

A. Exhibit E, Indemnity, Pg. 26: ... "volunteers" is being removed.

8. Exhibit E, Indemnity, Pg. 26: Would the County consider revising the last sentence of paragraph 1 to read "In addition, the Contractor shall hold the County of San Benito its officers, agents, and employees, harmless from liability, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used by the Contractor in connection with this Contract." This change limits the Contractor's liabilities to only items furnished or used by Vanir in connection with this Contract. The original writing exposes Vanir to additional liability of assuming responsibility for infringement the County may endure or engage with, even if supplied by a third party.

A. Yes.

9. What is the duration we can base our proposal GMAX on? What is the duration of the design phase and the construction phase?

A. Approximately 23 Months

10. What is the pre-construction duration?

A. Approximately 6 Months

11. What is the construction duration?

A. Approximately 17 Months

12. What is the construction budget?

A. Approximately \$10,425,000 is budgeted for construction.

13. Are pages considered a piece of paper or can we print a double sided and that still equals one page?

A. Pages are considered a single piece of paper.

14. You want 5 bound copies, are any to be unbound? Do you want an electronic version as well?

A. Five bound, please. Yes, an e-copy would be appreciated but is optional.

15. Does an insurance cert with the requirements in Exhibit E need to be submitted or by submitting are we acknowledging that we are able to meet those requirements?

A. By submitting, the company is acknowledging that they are able to meet those requirements.

16. Is the CM to perform the special testing and inspections? Do you have a list of the required testing for pricing? If we are to give a GMP, we need to know all the requirements.

A. The CM firm can assume, for purposes of this proposal, that their staff will accompany the specialized inspectors (i.e. electrical, mechanical) during site inspections or special testing. The CM firm will oversee, but not supply or perform, the special

testing and inspections. The County will provide the special testing and inspection services.



12/20/23

Steve Loupe, P.E.
Public Works Administrator

Date