

April 11, 2018

Addendum #02

Responses to RFP Questions & RFP Amendments Construction Manager at-Risk Services for the New County Government Center Project

To All Respondents,

Please carefully review the responses below and incorporate the information as directed into your proposal that is due to the San Mateo County Project Development Unit **on April 30, 2018 at 2:30pm**. Respondents submitting proposals that do not reflect the information provided below may be deemed non-responsive and not accepted by the County.

See Amended Document 00 4001 Proposal Price Form (incl link to updated Excel file) attached to this Addendum.

ANSWERS TO RESPONDENTS' QUESTIONS

Question#01– Are there any drawings (even if only schematic at this stage) that can be shared in order to better facilitate a more thorough RFP response?

Response – [Progress Concept Design was shown at the Pre-proposal Conference on 4/4/18. Copy can be shared on 4/24/18. Design document will be provided to the successful CMR upon project commencement.](#)

Question#02– Reference 01 1000, Appendix C, Section B.4.g call for “All CMR’s motor vehicles used by any CMR’s personnel and all operating costs thereof, including without limitation, fuel, license, insurance, maintenance and depreciation.” Form 00 4001 Appendix B Worksheet does not provide a line item for these costs. Please specify where we are to include these or modify the form to include a separate line item.

Response – [This shall be included under GR 2, see revised Proposal Price Form issued with this Addendum.](#)

Question#03– Reference 00 03020 Geotechnical Data & Existing Conditions; Article II. Clarify the extent of costs to be carried with the proposal, under phase 1. Is the geotechnical information provided to help with design (Phase 1) and future construction activities (phase 2)? Specific language references that the reports are “not part of Contract Documents”.

Response – [The referenced documents are not part of Contract Documents. They are provided to Architects/Engineers and CMR for information regarding the Project. Proposers shall review the documents provided to inform the Proposal Pricing. See also Document 00 5251 for responsibilities of CMR regarding existing conditions.](#)



Question#04- Reference 00 5205, Assignment and Novation Agreement. What subcontracts are currently on board or you planning on bringing on board, that the County plans on using the Assignment and Novation Agreement to transfer to the CMR?

Response – **No Subtrades are currently under contract with the County. The Trade Subcontracts shall be awarded by the County and subsequently novated to CMR via this Assignment and Novation Agreement.**

Question#05- Reference 00 4001 Appendix B Worksheet. The worksheet calls for dust control, SWPP Installation & Maintenance and SWPP Inspection. These typically are bid to a subcontractor. Can these be excluded from General Requirements 1 and moved to trade scope?

Response – **Per discussion at Pre-proposal Conference on 4/4/18, these items along with a few others are moved from GR 1 to GR 2. See revised Proposal Price Form issued with this Addendum.**

Question#06- Reference 00 4001 - Confirm target value for basis of calculations as \$100 million.

Response – **This represents the current approved project budget. However, as noted at the Pre-proposal Conference on 4/4/18, the project size may increase by an additional 30-50k GSF with the target Direct Cost of Construction potentially increased to approximately \$140 millions. CMR can use this revised estimated \$140 millions as the "denominator" in the Proposal Price calculation. We will confirm this estimated budget on 4/24/18.**

Question#07- Reference 00 4001 Appendix B Worksheet – Note "E". Notation is to provide cost for demolition during Pre-Construction with a deductive Alternate. Confirm where the demolition scope is to be priced, where getting subcontractor bids is to be done as Direct Cost of Work.

Response – **The base bid shall assume the demolition of Traffic Court. Final determination whether the Traffic Court will be demolished or remain on site will be provided during design and Pre-construction phase.**

Question#08- 00-5201-6 Article V 6.03 - Hazmat report for existing building to be demolished was not available. Confirm if we are to provide insurance values for hazmat / remediation services for this phase.

Response – **Hazardous Material Review will be separately commissioned by the County. CMR shall determine appropriate insurance value at the time when abatement plan is available where required. See also response #9 below.**

Question#09- 00-5201-6 Article V 6.03 - Since the hazmat report is not provided, confirm if we can include these costs in cost of work, not in GC's or GR's.

Response – **Yes, Hazardous Material Abatement, if required, shall be part of Direct Cost of Construction.**

Question#10- Confirm extent of intended design/build scopes for the project. Will there be a different approach between the parking garage and office building or will the same D/B approach be used?

Response – **No fixed scope for design-build is contemplated. Design-build for specialty trades such as Fire Protection and Elevators may be considered.**

Question#11- Is there a sole source for security / fire alarm systems? Please confirm the company/contact for that company, if there is.

Response – **No**

Question#12- Who will manage the Net Zero process for COB3, Public Promenade and Parking Garage?

Response – **The Architect Teams will manage the design for ZNE. CMR shall be responsible for management of the LEED for Construction.**

Question#13- 00 7200 General Conditions Paragraph 14.04; please define weather days, as the values shown for each month in [brackets] total 45 rain days per year. Are the bracketed values “place holders”?

Response – No, the bracketed figurers are the threshold numbers of days allowed for adverse weather delays for each month.

Question#14- 01 7400 1.11 Final Cleaning - Final cleaning is typically bid out and awarded to a subcontractor. Can this be excluded from General Requirements 1 and moved to trade scope?

Response – See response #5 above.

Question#15- 01 9113 General Commissioning Requirements, please confirm that PDU will be providing the Third party Commissioning agent and we will not include in GC’s or GR’s.

Response – Yes

Question#16- 01 5320 Tree Care and Protection – confirm we can provide this cost in phase 2 as cost of construction.

Response – Yes

Question#17- 00 4001 – 3 Note “C” – This states that the percentage for item #1, #3 and #4 should be based on a direct cost of work of \$90M. Section 00 1001 – 1.02 – D, states that the direct cost of construction is \$100M. Please clarify which amount to use.

Response – See response #6 above for the purpose of Proposal Price calculation. The figure referenced in Document 00 1001-1.02D is the "total estimated construction budget (hard cost)" which includes the Direct Cost of Construction and other costs (e.g. CMR Fee, General Conditions, Contingency, Insurance, etc.)

Question#18- 00 4001 – 3 Note “C” – This states that the percentage for item #2 shall be used to determine the final fee amount. What should the denominator amount be used to calculate the fee percentage? Should only the direct cost be used, or will be fee be calculated on the total of GR, GC, Insurance/Bonds/Taxes, contingency and Direct Costs?

Response – See response #6 above. Proposers shall use the revised estimated Direct Cost of Construction \$140 millions for the fee calculation (pending confirmation on 4/24/18). Should the Direct Cost of Construction increase or decrease at Final GMP, the value will be adjusted accordingly.

Question#19- 00 4001 – 2: Regarding the schedule of Proposal Prices for item #7, what denominator should be used to determine the percentage?

Response – See response #18 above.

Question#20- 00 4001 – 3 Note “D” – This refers to 00 7301 – Supplementary General Conditions. This section states that the CMR may self-perform work that does not exceed 15% of the work as long as it is stated in the Proposal. Is there a section where we are to list the items we intend to self-perform?

Response – Proposers shall list the subtrade work that they wish to self-perform per Document 00 7301 under the "Proposer's Project Plan".

Question#21- 00 4001 – 3 Note “E” – This is a deductive alternate to not perform the demolition of the Traffic Court. This reads as though we are to include the hard cost of the demolition in the “preconstruction services”. Confirm that we are not include any hard costs of construction in the Pre-Construction Services.

Response – No, demolition cost shall be included in the Direct Cost of Construction, not under Pre-construction. See also response #7 above.

Question#22– 00 4001 – 2: Schedule of Proposal Prices. When awarded the project, will items #1,2,3,4 and 7 be treated as a lump sum dollar amount as indicated on proposal document or as a percentage of actual scope/bid costs at time of GMP?

Note: Section 00 5201 – 1.04C appears to be in conflict with how the Schedule of Proposal Prices are derived.

- a. Proposal Form has fields for % for GC's, but 00-5201-1.04C states that GC's are Lump Sum
- b. 00-5201-Appendix A indicates that Precon and GC's are to remain the same at GMP as they are at proposal submission time
- c. Section 01-1000-1.03A has a title of "...Lump Sum Proposal and Cost Items..."
- d. Please confirm intent for proposal form calculations vs. ultimate basis for final agreement.

Response – Each Cost Item shall be determined based on the stipulated method (LS or % or NTE) per RFP. For Cost Items that are noted as "percentage", the amounts entered in the column are only for Proposal Price Comparison purpose at this time. See Document 00 5201 Appendix A for actual agreement format for calculating and adjusting the Contract Sum. In short, the Lump Sum Cost Items shall be the agreed Lump Sum amounts and the values of the Percentage Cost Items shall be adjusted based on the agreed % at Final GMP after Subtrade Buyout as amendment.

Question#23– 00 4001 – 6: Appendix B – General Requirements. Please define the following:

- a. Item #1 – Provide the space and requirements for the Inspectors and Owner in the Office Trailer. Are these/will there be space requirements be in addition to the (2) 12x60 temporary office trailers referenced in 01-1000-Appendix C Item B2?
- b. Item #11 & 12 – Clarify what 'Electric Power Installation' is intended to include. Is this power install and consumption charges for the office trailer complex only, or temporary power for the building/site through substantial completion?
- c. Item #13 & 14 – Clarify what 'Water Service Installation' is intended to include. Is this water service install and water consumption charges for the office trailer complex only, or temporary water for the building/site through substantial completion?
- d. Item #18 – Final cleaning is usually a subcontracted item, confirm that this can be moved to GR2 and priced when the final building design is complete. (Neither building size or building envelope is fully defined at this time, which will drive final cleaning cost.)
- e. Item #27 – Section 01-5400-1.04-C : Need to clarify special site security requirements as outlined herein? This would indicated full time site security/entrance guard at a minimum of two gates through duration of project. Also implies that after-hours and weekend security personnel will be required. This is certainly doable, but very costly. Can this be deferred to a GR-2 package once requirements are better defined?

Response – a. Proposal Price can be based on the Document 01 1000 Appendix C description. Provide also unit cost if additional space is needed.
b-e. #11-14 are for the temporary trailers only. Utilities for the Project Site shall be determined at a later time under GR 2. #18 & 27 are also moved to GR 2. See revised Proposal Price Form issued with this Addendum.

Question#24– 00 4001- 7 Appendix B GR2. The Proposal Price forms states that Appendix B GR 2 will be determined during Phase 1 and will be a direct cost of work. Please confirm that we are not to submit any pricing for Appendix B GR2 in this proposal and this form is for reference only.

Response – Yes

Question#25- 00-7311-1.01 – This section states that the project shall be delivered under a CCIP. Please confirm that the % carried for insurance should reflect the full CCIP Percentage in line #7 of the Pricing Proposal Sheet 00-4001.

Response – Yes

Question#26- 01-1000 – Appendix A – Item 16 states that all billing, accounting and auditing costs shall be included in the fee percentage. Please confirm that this is correct and that all billing/accounting, document control, and auditing costs, regardless of if these functions are performed on site, will not be reimbursed as General Conditions and/or General Requirements costs.

Response – Yes

Question#27- 01-1000 – Appendix D – B3: Clarify what taxes should be included in this section. Taxes will be included in Direct Cost of work, General Conditions and General Requirements where applicable.

Response – Per Document 01 1000 Appendix C item D, Costs of Trade Subcontractor bonds, insurance and taxes with respect to the Trade Subcontractor work shall be included within the appropriate Trade Subcontractor packages under Cost Item 5. Other taxes shall be included under Cost Item 7 unless the taxes are associated with the scope specifically required under Cost Items 3 & 4. Under no circumstances shall CMR include duplicate scope in any Cost Item or trade subcontract per Document 00 5201-7.04.

Question#28- 01-4600 – This section states that the General Contractor shall pay for all Tests and Inspections. Confirm this statement is incorrect. Our understanding is that the Owner will pay for all required “3rd-Party Tests & Inspections.”

Response – As stated in Document 01 4600-1.01A, CMR shall coordinate and pay for all tests and inspections required by laws, ordinances, rules, regulations, orders, etc. of Governing Authorities that are not specified to be performed by the Owner’s Independent Testing Laboratory, i.e. 3rd Part Testing.

Question#29- 01-5400-1.07 – We anticipate that the site safety officer is a dedicated safety position for the duration of the project, not shared by any other position. Please confirm.

Response – This is at the discretion of the CMR to provide the required scope in accordance with RFP.

Question#30- Will any portions of the project be Design Build? If so please list these.

Response – See reponse #10 above.

Question#31- If there are portions of the project that are Design Build, at what point during Phase I will documents be ready for bidding so we can coordinate/include a Design Manager’s time?

Response – See reponse #10 above. CMR shall propose timeline for Owner's review/approval.

Question#32- In order to create a project-specific plan per 00-2001 – 3.02 – Section D, could you please share the latest set of drawings if available?

Response – See reponse #1 above.

Question#33- 00-2001 – 4.03 – B & C – We understand that the Interview will be equal to 12 points in the overall evaluation. Please confirm.

Response – The 70/30 point scoring will also apply to "Project Plan" besides "Experience and Qualifications".

Question#34- Please confirm that the investigations required to determine Differing Site Conditions (00 7200 14.07) and Underground Facilities (00 7200 14.08) are to be performed during the completion of Phase 1 and not pre-proposal.

Response – Yes

Question#35- 00 3020. Please confirm that all independent investigations referenced in this section, to be performed by the proposer, are to be done during the completion of Phase 1 and not pre-proposal.

Response – Yes

Document 00 3020-3.1A is amended as below:

3.01. Aboveground Existing Conditions

A. Under no circumstances shall Owner be deemed to make a warranty or representation of existing above-ground conditions, as-built conditions, or other above-ground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Proposer by the performance of its own independent investigation that Proposer must perform prior to ~~submitting a Proposal~~ completion of Phase 1 Work and Proposer must not rely solely on the information supplied by Owner regarding existing conditions. Proposer represents and agrees that in submitting its Proposal, it is not relying on any information regarding existing conditions supplied by Owner.

Question#36- 00 3020 ARTICLE II – REPORT AND INFORMATION. Please confirm that the following documents will be considered part of the contract documents:

1. Revised Geotechnical Investigation Report, County of San Mateo Government Center New County Office Building (COB3), Redwood City, California, dated January 29, 2018 (Download link <https://goo.gl/PH8E5o>)
2. Geotechnical Investigation Report, County of San Mateo Government Center New Parking Structure, Redwood City, California, dated February 15, 2018 (Download link <https://goo.gl/rPyQ72>)

Response – No, these reports are NOT part of the Contract Documents per Document 00 3020.

Question#37- 00 3020 ARTICLE III – USE OF INFORMATION ON EXISTING CONDITIONS. Please confirm that the investigations required to determine Above Ground Existing Conditions (00 3020 3.01.A) and Underground Facilities (00 3020 3.02.A) are to be performed during the completion of Phase 1 and not pre-proposal. Also, please confirm that we can rely on information regarding Underground Facilities as long as the interpretations and conclusions drawn from the information are reasonable.

Response – See responses #34 & 35 above and also Article IV in Document 00 3020 for Limitation of Reliance on data provided.

Question#38- 00 5201. 1.05.B. Please confirm that contingency may be used for rework or defective work.

Response – Contingency may not be used for defective work and related rework. It may be used for rework of non-defective work as a result of Preventable Changes with Owner's approval only. However, CMR may not charge any costs against Contingency which were incurred due to CMR's gross negligence or intentional misconduct, or any for rework of defective work.

Question#39- 00 5201. 2.01.A. Please confirm time and cost relief for impacts during the preconstruction phase caused by parties not under the CMR's control; e.g. Owners Architects and Engineers.

Response – Yes, see Document 00 7200-14.05 Compensable Time Extensions for conditions of application.

Question#40- 00 5201. 4.01 to 4.04. If our work is impacted by the Owner or anyone for whom Owner is responsible, it is unreasonable to expect us to work for free without payment for our general conditions and other costs associated with a delay. It also isn't fair to call it a mutual waiver when the Owner isn't waiving its own liquidated delay damages. Please confirm that the compensable delay provision in Section 14.05 of the General Conditions will apply if we are impacted by delays caused by the Owner.

Response – Yes, see Document 00 7200-14.05 Compensable Time Extensions for conditions of application.

Question#41- 00 5201. 6.03. Please confirm that 00 3020 Geotechnical Data and Existing Conditions and Document 00 3124 Hazardous Materials Survey will be considered part of the contract documents

Response – No, these documents are NOT part of the Contract Documents per Document 00 3020. Note that Document 00 3124 was not issued with RFP.

Question#42- 00 5201. 7.07. Please confirm that subcontracts bid by the owner will only be assigned or novated to CMR if mutually agreeable by both parties.

Response – Follow Document 00 5201-7.07.

Question#43- 00 5201. 8.07. Please confirm the following language revision to the dispute venue "The exclusive venue for all disputes or litigation hereunder shall be in the any court of competent jurisdiction encompassing the County of San Mateo."

Response – Decline to revise.

Question#44- 00 5251. Please confirm that the CMR is to provide professional contractor services and not design or engineering services. And, the Owner maintains sole responsibility for the quality, completeness, accuracy, coordination, constructability, etc. of the Contract Documents.

Response – See Document 00 5251 Article V for Pre-construction responsibility relating to Construction Documents. Please especially note that "*CMR shall verify completeness of all Construction Documents and ensure that Subcontractor bid packages include a complete scope of the entire Work of Project and without scope duplication.*" In case of scope gap and/or duplication are discovered by CMR on such document review, CMR shall identify such issues to the Owner and Architects to respond appropriately.

Question#45- 00 5251. 1.03. Please confirm that CMR's role in "recommending improvements in Contract Documents to better achieve Project objectives of controlling time and cost, enhancing quality and minimizing risk" is specific to construction and coordination, and not design.

Response – Yes

Question#46- 00 5251. 5.01 Please confirm that CMR will not be responsible for the following in the course of providing Phase I pre-construction services as they should be performed by Owners Architects and Engineers:

- a. Technical assistance
- b. Coordination of the drawings
- c. Existing conditions that are not readily observable or identifiable
- d. Actual obstructions or difficulties building the designs as shown
- e. Design Coordination
- f. Dimensions
- g. Interferences
- h. Conflicts
- i. Code Compliance
- j. Coordination issues apparent
- k. Design details or requirements that are unnecessarily costly or subject to achievement in different, better and/or less expensive ways.

Response – **CMR shall have responsibility on these areas relating only to Construction, see Document 00 5251 Article V.**

Question#47- 00 5251. 5.01. Please confirm that Owners Architect and Engineers shall verify completeness of all Construction Documents, not the CMR.

Response – **See response #44 above.**

Question#48- 00 5251. 5.02. Please confirm that CMR’s review of code requirements shall be limited to means and methods of construction.

Response – **Yes**

Question#49- 00 5251. 9.04. Please confirm that expenses (general conditions, general requirements, mark-up) associated with an Owner directed increase in the scope of work will be cost reimbursable and not deducted from CMR’s contingency.

Response – **Yes for Owner approved Change Orders, see also Document 01 2600.**

Question#50- 00 7200. 2.01. Please confirm that all investigations to be performed by CMR are to be done during the completion of Phase 1 and not prior to submitting a proposal.

Response – **See responses #34 & 35 above.**

Question#51- 00 7200. 2.02.A/B & 2.03.A. Please confirm that Owner will assume responsibility for the accuracy, completeness or thoroughness of information supplied regarding underground facilities, subsurface conditions and above ground existing conditions.

Response – **See Document 00 3020 Article IV for Limitation of Reliance on data provided.**

Question#52- 00 7200. 5.01.A. Please confirm that CMR will be responsible to build what’s shown in the drawings and specifications and not drawing “intent” as described in 5.01.

Response – **CMR shall have responsibility on Construction Means & Methods based on the Construction Documents provided by Architects unless specifically designated as "design intent only" items.**

Question#53- 00 7200. 5.04. CMR's review of the Contract Documents will be performed in capacity as a contractor and not a design professional and is not for the purpose of identifying errors or omissions. However, Contractor will promptly report to Owner any errors or omissions it actually identifies in the Contract Documents.

5.04. Checking Of Drawings

- A. Before undertaking each part of Work, Contractor shall carefully study ~~and compare~~ Contract Documents to check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. ~~Contractor shall be responsible for any errors that might have been avoided by such checking/comparison.~~ Figures and dimensions shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. ~~Contractor shall provide Owner with a follow up correspondence every ten (1) days until it receives a satisfactory interpretation or clarification.~~

Response – Document 00 7200-5.04 is amended as below:

5.04. Checking Of Drawings

- A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents to check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. ~~Contractor shall be responsible for any errors that might have been avoided by such checking/comparison.~~ Figures and dimensions shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to Owner, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby. Contractor shall provide Owner with a follow-up correspondence every ten (10) days until it receives a satisfactory interpretation or clarification.

Question#54- 00 7200. 6.03.B. Please confirm that if work is suspended due to Owner, or anyone whom Owner is responsible, that CMR will receive time and compensation for the suspension of work.

Response – See Document 00 7200-13.03 Suspension Of Work.

Question#55- 00 7200. 9.01.A. Please confirm that design-build work will meet the standard of care, but may not be "free from defects in design, architecture and/or engineering". As written, this provision creates an uninsurable express warranty for design-build work.

Response – Confirm.

Question#56- 00 7200. 9.03.E. Please strike the re-warranty provision.

- E. ~~Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been removed and replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one (1) year after such removal and replacement has been satisfactorily completed.~~

Response – Decline to strike.

Question#57- 00 7200. 12.03.C. Please confirm that total cost claims shall be allowable.

C. For each notice of potential claim that Contractor intends to pursue as a formal claim, Contractor shall establish in the formal claim a direct causal link between the separate item of cost/time requested, the separate notices of potential claim timely issued, and the specific changed Work asserted. ~~Total cost claims shall not be allowed.~~

Response – Decline to revise. Owner willing to discuss concerns at contract finalization.

Question#58- 00 7200. 14.02.B. Please confirm that the following shall be considered compensable time extensions:

- Changes in the Work ordered by Owner
- Acts or neglect by Owner, Architects/Engineers, any Owner representative(s), utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents.

Response – Confirm.

Question#59- 00 7200. 14.05. Please confirm the following proposed change to Compensable Time Extensions, section C.2.

2. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by Owner or its consultants ~~in a reasonable time commensurate with Contract Documents requirements.~~ **so as to cause no delay to the Work.**

Response – Decline to modify.

Question#60- 00 7311. 1.01.B.10. Propose that CMR be responsible for builder's risk deductibles only if CMR, or anyone for whom CMR is responsible, causes the loss.

Response – Decline to modify.

Question#61- 00 7311 3.01.A., B., and C. We cannot agree to preemptively waive claims against the Owner or any other responsible party. Please confirm that these provisions may be removed to recognize a reasonable allocation of risk among the responsible parties.

Response – Decline to strike.

**San Mateo County – Project Development Unit
New County Office Building and Parking Structure Project**

DOCUMENT 00 4001

**PROPOSAL PRICE FORM
TO THE COUNTY OF SAN MATEO PROJECT DEVELOPMENT UNIT**

THIS PROPOSAL IS SUBMITTED BY:

(Firm/Company Name)

Re: **NEW COUNTY OFFICE BUILDING AND PARKING STRUCTURE PROJECT**

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with SAN MATEO COUNTY (Owner) in the form included in the Contract Documents, including Document 00 5201 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Contract Documents, Document 00 1001 (Notice Inviting Proposals), and Document 00 2001 (Instructions for Proposals). This Proposal will remain subject to acceptance for Ninety (90) Days after Proposal opening.
3. In submitting this Proposal, Proposer represents that Proposer has examined all of the Contract Documents, performed all required Pre-Proposal Review, received the Pre-Proposal conference minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Proposer

4. Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Proposal Prices:

**San Mateo County – Project Development Unit
New County Office Building and Parking Structure Project**

SCHEDULE OF PROPOSAL PRICES

All Cost items, including lump sums and unit prices, must be filled in completely. Cost items are described or referenced in Document 01 1000 (Summary of Work) or Document 00 2001 (Instructions for Proposals). Quote in figures only, unless words are specifically requested. You can download a copy of this Proposal Price Form and the forms in the Appendices in Excel from this link - <https://bit.ly/2JC4mta>

NO.	COST ITEM ^D	FEE TYPE	PERCENT ^C	DOLLAR AMOUNT ^A
1.	Pre-Construction Services	Lump Sum	_____% <i>(Calculated)</i>	\$ _____ Deduct Alt ^E \$ _____
2.	CMR Fee	Percent	_____%	\$ _____
3.	CMR General Conditions (GC)	Lump Sum	_____% <i>(Calculated)</i>	\$ _____
4.	CMR General Requirement ^B – GR 1 only (GR 2 is part of Direct Cost of Construction to be determined during Phase 1)	Not-to-Exceed	_____% <i>(Calculated)</i>	\$ _____
5.	Direct Cost of Construction	Lump Sum	TBD (not req'd in this Proposal)	Aggregate Total Cost of the Work of subtrades incl. self-performing Work to be determined at Buy-out during Phase 1
6.	Contingency	Percent	3%	To be determined based on the Final GMP at completion of Phase 1
7.	Bonds, Insurance and Taxes	Percent	_____%	\$ _____
Total Proposal Price (Sum of Cost Items 1, 2, 3, 4 and 7)				Total \$ _____

Total Project Proposal Price:

(Words)

Notes:

- A. Hourly rates for all services necessary to complete Cost Items 1 (Pre-Construction Services), 3 (CMR General Conditions), and 4 (CMR General Requirements) shall be submitted with the Proposal in Appendix A to this Document 00 4001. The reasonableness of these hourly rates will be considered in assessing the Price. These rates will be the basis for compensation of additional/extended hours requested by the Owner for these specific services during the course of this Contract.
- B. Proposers to submit Not-to-Exceed cost for General Requirement 1 (GR 1) as identified in the Appendix B to this Document 00 4001. General Requirement 2 (GR 2) shall be determined and solicited for bidding during subcontractors buy-out in Phase 1.

**San Mateo County – Project Development Unit
New County Office Building and Parking Structure Project**

- C. For Proposing purposes for Cost Items 1, 3 and 4, percentages shall be calculated based on the entered Lump Sum/NTE price against the estimated Direct Cost of Construction of **\$140 millions (to be confirmed on 4/24/18)**. The reasonableness of the percentages will be considered in assessing the Price. The percentage for Cost Item 2 shall be used for determining the actual total CMR Fee after bids for all trades are received.
 - D. Proposals should be made with the presumption that CMR will not be authorized to self-perform subtrade work. See Document 00 7301 Supplementary General Conditions.
 - E. Depending whether the Traffic Court building will be demolished or not, the size/extent of the Public Plaza may vary and be determined during design. For Proposing purposes during the RFP stage, Proposal shall include the demolition of the Traffic Court in the pricing and provide a Deduct Alternative as a separate line item for an option that excludes the demolition of Traffic Court for Pre-construction Services.
5. The undersigned Proposer acknowledges that the estimated Direct Cost of Construction provided herein is for Proposing purposes only, that Owner does not warrant the final accuracy of the estimate, and that the undersigned Proposer must make its own independent verification of estimated costs.
 6. The undersigned acknowledges that the Best Value Proposer will be determined as provided in Document 00 2001 (Instruction for Proposals).
 7. The undersigned Proposer understands that Owner reserves the right to reject this Proposal, or all Proposals, in its sole discretion without compensation to Proposer.
 8. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Proposer within the time described in Paragraph 2 of this Document 00 4001 or at any other time thereafter before it is withdrawn, the undersigned Proposer will execute and deliver the documents required by Document 00 2001 (Instructions for Proposals) within the time specified therein.
 9. Notice of Award or request for additional information may be addressed to the undersigned Proposer at the address set forth below.
 10. The undersigned Proposer agrees to commence Work under the Contract Documents on the date(s) established in Document 00 7200 (General Conditions) and to complete all Work within the time(s) specified in Document 00 5201 (Agreement).
 11. The undersigned Proposer agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete Work in the Contract (or portions thereof) within the time(s) specified in Document 00 5201 (Agreement) shall be as set forth in Document 00 5201.
 12. The names of all persons interested in the foregoing Proposal as principals are:

IMPORTANT NOTICE: If Proposer or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Proposer or other interested person is an individual, give first and last names in full.

NAME OF PROPOSER: _____
licensed in accordance with an act for the registration of Contractors, and with California license number: _____ Expiration: _____.

(Place of Incorporation, if Applicable) (Principal)

(Principal)

(Principal)

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I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Proposer)

NOTE: If Proposer is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Proposer is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Contractor's Representative(s):

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Proposal:

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APPENDIX A

SCHEDULE OF RATES FOR PERSONNEL COSTS

You can download a copy of this form in Excel from this link - <https://bit.ly/2JC4mta>

Position	Staff Name	Cost per Hour*	GC Hour Allocation	Cost Sub-Total
Principal in Charge				\$0
Project Executive/Director				\$0
Operations Manager				\$0
Pre-construction Project Manager				\$0
Pre-construction Project Engineer				\$0
Sr. Estimator				\$0
Estimator				\$0
BIM Manager				\$0
BIM Engineer				\$0
Scheduler				\$0
Sr. Project Manager				\$0
General Superintendent				\$0
Assistant Project Manager				\$0
QA/QC				\$0
Safety Specialist				\$0
Superintendent				\$0
Sr. Project Engineer				\$0
Field Engineer				\$0
Administrative Assistant				\$0
[Please add other position where applicable]				\$0
[Please add other position where applicable]				\$0
			Total Cost =	\$0

**Rates include CMR's direct costs, without overhead or profit included under Cost Item 2, for salaries and related forms of compensation and employer's costs (including worker's compensation insurance and any other insurance required by law) for labor and personnel costs, of CMR's employees, while performing Work at the Project Site.*

END OF APPENDIX A

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APPENDIX B*

**GENERAL REQUIREMENTS 1
(Not-to-Exceed Amount)**

	General Requirements 1 Job Site Temp Facilities, Utilities & Cleaning	GR1	Unit	Quantity	Unit Cost	Total
1	Office Trailers (Including Inspectors / Owners)	X				
2	Storage Trailer & Tool Shed	X				
3	Office Furniture and Equip	X				
4	Reproductions/Copy Machine	X				
5	Postage/UPS/FedEx	X				
6	Project Photographs	X				
7	Temporary Toilets	X				
8	Project Sign	X				
9	Telephone Installation	X				
10	Telephone Monthly Charges / Allowance	X				
11	Electric Power Installation (Trailers Only)	X				
12	Electric Power Monthly Charges / Allowance (Trailers Only)	X				
13	Water Service – Installation (Trailers Only)	X				
14	Water Service – Monthly Costs / Allowance (Trailers Only)	X				
15	Project Management Software (Please specify)	X				
16	Trailer Maintenance	X				
17	Daily Job Site Clean-Up	X				
18	Final Clean	X				
19	Dump Permits and Fees	X				
20	Trash Removal and Hauling	X				
21	Dust Control	X				
22	SWPP Installation & Maintenance	X				
23	SWPP Inspection	X				
24	Drinking Water/Cooler/Cup	X				
25	Safety/First Aid Supplies	X				
26	Fire Equipment (Office Trailers and Site)	X				
27	Site Security	X				
	GENERAL REQUIREMENTS 1 - NOT TO EXCEED SUBTOTAL					

*You can download and use the Excel worksheet provided to this RFP at <https://bit.ly/2JC4mta>

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APPENDIX B* (Continued)

GENERAL REQUIREMENTS 2

(Shall be determined and solicited for bidding during subcontractors buy-out in Phase 1)

	General Requirements 2 Temporary Utilities, Cleaning & Hoisting	GR2	Unit	Quantity	Unit Cost	Total
1	Flagman and Traffic Control	TBD				
2	Temporary Road Construction	TBD				
3	Scaffolding	TBD				
4	Temporary Fencing and Enclosures	TBD				
5	Covered Walkways	TBD				
6	Barricades	TBD				
7	Temporary Stairs	TBD				
8	Opening Protection	TBD				
9	Safety Railing & Nets	TBD				
10	Temporary Road Maintenance	TBD				
11	Trash Chute & Hopper	TBD				
12	Electric Power Installation for Project Site	TBD				
13	Electric Power Monthly Charges / Allowance for Project Site	TBD				
14	Water Service – Installation for Project Site	TBD				
15	Water Service – Monthly Costs / Allowance for Project Site	TBD				
16	Daily Job Site Clean-Up	TBD				
17	Final Clean	TBD				
18	Dump Permits and Fees	TBD				
19	Trash Removal and Hauling	TBD				
20	Dust Control	TBD				
21	SWPP Installation & Maintenance	TBD				
22	SWPP Inspection	TBD				
23	Site Security	TBD				
24	Motor Vehicles	TBD				
	Hoisting	GR2	Unit	Quantity	Unit Cost	Total
1	Hoist & Tower Rental	TBD				
2	Hoist Landing & Fronts	TBD				
3	Hoist Operator	TBD				
4	Hoist Material Skips/ Hoppers	TBD				
5	Erect & Dismantle Cranes and Hoists	TBD				
6	Crane Rental	TBD				
7	Crane Operators	TBD				
8	Crane Raising/ Jumping Costs	TBD				

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9	Temporary Elevator Rental	TBD				
10	Elevator Operation Costs	TBD				
11	Cage Rider at Elevator	TBD				
12	Forklift Rental	TBD				
13	Forklift Operator	TBD				
14	Safety Inspections	TBD				
15	Fuel, Repairs, Maintenance, Service	TBD				

*You can download and use the Excel worksheet provided to this RFP at <https://bit.ly/2JC4mta>

END OF DOCUMENT 00 4001