

**February 6, 2012**

**Requests for Qualifications / Request for Proposals  
Construction Manager at Risk Services with Guaranteed Maximum Price  
For the Regional Agency Headquarters Facility  
At 390 Main Street, San Francisco:  
Renovation and Seismic Retrofit Design  
Part 1: RFQ  
Dated January 20, 2012,  
as Amended by Addenda #1 Dated January 25, 2012**

**Questions & Answers:  
From Proposers' Conference and Tour at 390 Main on January 30, 2012,  
and Received as Clarifications and Exceptions on February 2, 2012**

- Q1 What is the form of agreement for work?
- A1 Two contracts will be issued. The first will be a contract for professional services, modeled after the boilerplate that was included as Appendix D to the SOQ, including a provision permitting BAHA to terminate the Contract with the selected CMAR within ninety (90) days of contract execution, at its sole discretion: (a) if CMAR has not satisfactorily complied with the requirements of the contract's scope of work, as set forth in this RFQ and (b) if the areas of noncompliance are such that by their nature are unlikely to be capable of cure. In such event, BAHA will provide no less than forty-five (45) days advance notice to CMAR of the intent of termination, and BAHA will have the right to negotiate with the next highest ranked proposer under the terms of the RFP. BAHA also reserves the right to cancel this procurement and re-procure the CMAR for this project if it is determined to be in its best interest to do so. The second will be a construction contract.
- Q2 Who will maintain the Building Information Modeling (BIM) model for the project?
- A2 During the design, the Architect/Engineer (A/E) will maintain the BIM model. The responsibility will be transferred to the CMAR during construction. The A/E, CMAR and BAHA will confer and decide if the transfer of responsibility should occur at a different stage.
- Q3 What are the insurance and bonding requirements for the term (preconstruction and construction phase) of this project?
- A3 Insurance and bonding requirements are included in Attachment E of Appendix D, BAHA Professional Services Contract, and Appendix D-1, Insurance Provisions Document of the RFQ and will remain the same throughout the project. Please see Addenda #2, Items 2 and 3.
- Q4 Has BAHA done a survey to determine what abatement is needed?
- A4 Yes, the survey is included in the due diligence reports that were done prior to purchasing the building. Due Diligence documents can be found at

[http://www.mtc.ca.gov/news/current\\_topics/9-11/headquarters.htm](http://www.mtc.ca.gov/news/current_topics/9-11/headquarters.htm) or <http://tiny.cc/46q7u>.

Q5 Will there be a Project Labor Agreement?

A5 Yes, BAHA is developing a PLA and the selected CMAR will be expected to execute a Letter of Assent and to have all subcontractors of any tier be similarly bound for all work within the scope of the agreement by signing a Letter of Assent.

Q6 How will the subcontracts and self-performed work be procured?

A6 Unless otherwise determined by BAHA, subcontracts will be selected on a prequalified low-bid basis. The CMAR will be responsible for developing, advertising, and awarding the subcontractor bid packages.

To self-perform work, if permitted by BAHA, the CMAR will be required to submit a bid and compete on a level playing field with other bidders.

BAHA may elect to complete certain work via Design-Build, including but not limited to Mechanical, Electrical, Plumbing, and Fire Sprinkler work.

Q7 Will incoming utilities be replaced?

A7 This will depend on the condition of each utility and the construction budget. Conditions are discussed in the due diligence documents. Due Diligence documents can be found at [http://www.mtc.ca.gov/news/current\\_topics/9-11/headquarters.htm](http://www.mtc.ca.gov/news/current_topics/9-11/headquarters.htm).

Q8 How will light be brought into the interior of the building? Will a light shaft or courtyard conflict with telecommunication equipment on the roof?

A8 This is only an idea that has been proposed and there are no conceptual solutions available at this time. If the idea is implemented, some rooftop equipment may be affected.

Q9 Will there be parking in the building?

A9 It is being included in the programming; however, the quantity has not yet been determined.

Q10 What will the RFP evaluation criteria(s) be based on?

A10 The RFP evaluation criteria will be included in Part 2: RFP of the Requests for Qualifications / Request for Proposals Construction Manager at Risk Services with Guaranteed Maximum Price For the Regional Agency Headquarters Facility at 390 Main Street, San Francisco: Renovation and Seismic Retrofit Design.

Q11 RFQ, Section VII, Items J and M require the same Appendix D-1. Please confirm we can eliminate one of these sections.

A11 See Addendum #2, Item 1.

Q12 Will Hazardous Materials fall under the CMAR's responsibility?

A12 Yes, Hazardous Materials will fall under the CMAR's responsibility, please see Section 1.A.(vii) of Attachment E of Appendix D, BAHA Professional Services Contract, and Appendix D-1, Insurance Provisions Document of the RFQ.

Q13 We did not see mention of Consequential Damages in Appendix D, BAHA Professional Services Contract.

A13 There is no waiver of consequential damages in Appendix D, BAHA Professional Services Contract.

Q14 Our preconstruction services would not necessarily include design services. As such, we believe that we do not need to include Errors & Omissions Insurance.

A14 Proposers are required to meet the insurance and bonding requirements included in Attachment E of Appendix D, BAHA Professional Services Contract, and Appendix D-1, Insurance Provisions Document of the RFQ. The insurance and bonding requirements will remain the same throughout the project.

Q15 Would insurance indemnifications be limited to the CMAR's proportionate responsibility?

A15 No.

Q16 Minimum Qualifications No. 2: The narrative explaining this qualification on page 3 of the RFQ asked for "at least four (4) projects" meeting the criteria listed, while the SOQ form under Section E, page 7 states to list "four completed projects" for this qualification. Our question is can we list more than four projects to show a more complete list of projects completed that meet this criteria?

A16 Per Section VII, Form of SOQ, Item E, of the RFQ "list the four completed projects that meet the minimum requirements of Minimum Qualification 2..."

Q17 In the RFQ, under "B. Period of Performance" on page 3 at the bottom, it says that the owner had the option of extending the contract for 4 years. Does it mean they will possibly extend the preconstruction contract period? Or does it mean they will be adding phases of work for 4 years or stretching out the original scope of work for an additional 4 years? What is the reason for this option and how would it work and how would this apply to the bonded contract?

A17 The option to extend the contract for 4 additional years was included to allow BAHA to use the services of the selected CMAR for work outside the initial scope of work of renovating and retrofitting 390 Main and making ready ~240,000 square feet for MTC, BATA, Air District, and BCDC. For example, BAHA may call on the CMAR to complete tenant improvements to some or all of the ~260,000 square feet of space that will be in a

warm shell condition after the initial scope of work is complete.

Q18 When are the bonds required to be in place, i.e. once the GMP is established or at the start of the preconstruction stage of the contract?

A18 See Addenda #2, Items 2 and 3.

Q19 Does Attachment E of Appendix D, BAHA Professional Services Contract, require MTC, BATA and BAAQMD to be added as "additional insured" to the bonds?

A19 No.

Q20 Will BAHA accept a modified version of the bond assurance letter required in Section VII, Form of SOQ, Item K?

A21 No.