

SCF Contracts Department 7033 East Tudor Road Anchorage, AK 99507

To:	Prospective Bidders
Date:	November 13, 2024
RE:	Addendum No. 5
	Valley Native Primary Care Center
	Expansion Construction
	Manager/General Contractor Services
	RFP # SCF25-1149

Issue Date: October 16, 2024

This document forms a part of the Contract Documents and modifies the original Procurement Documents dated October 16, 2024. Acknowledge receipt of this Addendum in the provided on the Bid Form. Failure to acknowledge receipt of this addendum may subject Proposers to disqualification.

This Addendum consists of three (3) pages.

1. Responses to Bidder questions:

Comment or Question Provided by Bidder	SCF Response
Proposal section 7.A states proposers are to offer their preconstruction fee associated with the preconstruction effort to include meeting time, BIM coordination, etc. As often occurs, some proposers will offer a zero dollar fee in order to obtain a better score in the this section with the expectation that the final GMP will recover these costs. Please clarify if a unreasonably low fee will be looked upon as providing the requisite preconstruction support or if an unreasonably low fee will be shown as a weakness in the scoring of this section.	Proposers must provide a reasonable fee based on estimated time and hourly rates from rate sheet. \$0 fee or unreasonably low fees for pre- construction services will be considered non- responsive and viewed as "Gaming" the price points of the RFP solicitation.
According to minimum qualifications Contractor must have completed a project valued at \$30M+. Do Alaska projects completed within the last 10 years that were originally less than \$30M, but with escalation to today's money would be valued at more than \$30M satisfy the requirement?	Yes.



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Can the owner provide any additional detail as to the basis of the Phase 1 schedule requested? Procurement lead time for some of the defined components in the project exceed the time identified in the project schedule and as such, has the owner already made commitments for long lead items?	Please refer to section 5.1, Proposal section 3B, "Schedule". To clarify, SCF is requesting proposers to provide a proposed 11x17 project schedule (for both project Phases I and II) that includes pre-construction services through Project close-out.
	Under pre-construction phase services, the Procurement Management Plan is a deliverable of the CMGC's planning effort and may result in an early procurement contract package (ie. GMP Package 1).
	SCF has not yet made any commitments for long lead items.
Proposal section 7.C General Conditions Price exercise states the project to be 34 months long and approximately 150M whereas the schedule information appears to be significantly shorter than that (28 months). Please clarify the expected duration of the project.	The Preliminary Project Schedule provided with the RFP (Exhibit F) shows start of Phase 1 construction May 2025 and end of Project Closeout in March 2028. That is approximately 32 months for construction activities and 2 months for closeout. For this pricing exercise, please provide your firm's General Conditions price based on an estimated construction project duration of 34 months.
Proposal section 3.B includes a requirement to discuss the GMP contingency line item and its expected reduction as the design progresses to 100%. Section 7.E asks for a separate attachment to the Price Proposal form to discuss nearly the identical deliverable. Please clarify if proposers are expected to discuss contingency usage in both locations of the proposal.	Section 3B. Management of Work Plan, Estimating, SCF would like proposers to discuss how contingency would evolve during estimating as the design progresses and what the estimated contingency percentage might be at each phase. In the price proposal, Section 7E (as a separate attachment), SCF is requesting information on how these contingencies will be established and managed throughout the project. Unused contingency funds will be returned to SCF.
Proposal Section 8 includes a request for audited financial statements. For Joint Venture proposers, please confirm this requirement would apply to the audited financial statements for each partner versus audited financial statements for the Joint Venture.	Proposers should provide an audited financial statements for the Joint Venture. If the JV does not have an audited financial statement, then each partner firm shall provide an audited financial statement.



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A133-Section 14.3.1.3 requires excess or umbrella insurance required to be the same or greater than the required insurance under 14.3.1.1 and 14.3.1.2. This section goes on to also say "and, in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.". It is quite common and almost universal that excess policies will contain some additional exclusions from the underlying policies, thus making them "narrower" than the primary policy. However, these exclusions are not necessarily "required" coverages under the contract. Since the contract clearly requires excess policies to meet the underlying requirements in the contract, can the following be stricken from the contract: ", and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy".	This is standard language in this AIA template and may be negotiated with the selected bidder.
Exhibit B Section B.3.1.3 and Section 11.1.1 require the Architect and the Architect's consultants to be additional insureds on the Construction Manager's commercial general liability insurance coverage. However, Commercial General Liability will not cover any professional liability that the Architect has as professional liability excluded from General Liability coverage in virtually all cases. Professional liability is the only liability the Architect will have so this is not necessary, nor will it provide coverage.	This is standard language in this AIA template and may be negotiated with the selected bidder.
Exhibit B Section B.3.1.3 requires coverage "no less than" specific endorsement forms. However, insurer forms vary considerably and "no less than" is often an interpretation, or less coverage is in a coverage part not important to or not required by the Owner. Could this section be modified to allow for the Owner to "approve" forms that in their opinion are "no less than" the forms specified.	This is standard language in this AIA template and may be negotiated with the selected bidder.
Exhibit B Section B.3.2.2.1.5 requires that the Construction Manager's Commercial General Liability policy cover "the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions." The indemnity provisions in 3.18 are much broader than covered under any Commercial General Liability policy. Can this requirement be amended to coincide with ISO General Liability coverage?	This is standard language in this AIA template and may be negotiated with the selected bidder.
A133 Section 14.3.1.7 requires additional insured status on "excess or umbrella policies". To clarify this is only for required excess or umbrella policies and will not be required if underlying primary policies meet the insurance requirements, correct?	This is standard language in this AIA template and may be negotiated with the selected bidder.
A133 Section 14.3.1.6 requires the Construction Manager to obtain the builders risk property insurance. To be clear, this insurance will be placed and evidenced upon or just prior to the Construction phase of the contract, correct?	Construction Manager is required to obtain and provide proof of builders risk insurance to owner prior to the commencement of construction phase work.