

**Sites Project Authority
Request for Proposals No. 25-06
Reservoir Package Construction Manager at Risk**

Addendum 02

This addendum provides clarifications to questions regarding the RFP, changes to the RFP and Draft CMAR Contract, and additional clarifications.

Questions and Answers

1. Please provide AutoCAD or digital surface files and alignments that can be used to help model and georeference the current design for scope and quantity evaluation.
 - a. Response: See RFP revision 2.1.
2. Please advise the preferred method of submitting the XER and PLF schedule files referenced in Sections 1.9 and 2.2, and the excel file referenced in Section 2.3. As presently configured, only one file is able to be uploaded within the submittal platform.
 - a. Response: See RFP revision 2.2.
3. Can RFP Section 4.3 – Page Size be amended to allow the use of 11x17 pages for exhibits?
 - a. Response: See RFP revision 2.3.
4. The Indicative Pricing table includes a "Key Assumptions - Examples" table, requesting the Proposer to provide a "Borrow waste factor after removing overburden" as a percentage. There are many different variables regarding what could be designated as waste or unused material during the process of borrowing materials. Please define what factors the Proposers should include in this assumed percentage, as well as whether this applies to rock borrow, core borrow, or both.
 - a. Response: This applies to the rock borrow only. See RFP revision 2.4.
5. Note 2 on the Indicative Pricing directs Contractors to assume 1 year of Preconstruction Support Efforts. Please clarify whether this is 1 year for Phase 1a and 1b, or 1 year for Phase 1b preconstruction support.
 - a. Response: 8 months of Phase 1a Preconstruction activities. See RFP revision 2.4.

6. Please clarify the intended scope for the preconstruction services listed in the indicative pricing table and how it is intended to overlap with Phase 1b preconstruction services.
 - a. Response: See RFP revision 2.4.
7. The instrumentation scope of work for Golden Gate Dam is to be included under which bid item in the Indicative Pricing table?
 - a. Response: See RFP revision 2.4.
8. In reference to Proposal Section 1.9 High Level Programmatic Schedule and Narrative, item 3, please confirm that the prepared schedule does not have to be printed on 11x17 paper and provided to Sites Authority.
 - a. Response: Correct, the Programmatic Schedule is part of the electronically submitted proposal; a hard copy does not need to be provided separately.
9. The zone description table on reference sheet STS-0001-G-0027 has Zone 7B material classified as Rip Rap, 42" max, 6" min. Table A6 on the same page labels the Rip Rap gradation defined above as zone 7A. Is the zone 7A material mislabeled on table A6?
 - a. Response: Yes, the zoning for Riprap and Bedding is mislabeled on gradation graph in the bottom right corner of drawing STS-001-G-0027. Zone 7A is Riprap Bedding and Zone 7B is Riprap as indicated on Zone Description table on the left-hand side of this drawing. This will be corrected in a subsequent iteration of this drawing post-CMAR Contract execution.
10. Please confirm the Golden Gate Dam downstream face on reference sheet STS-1400-C-2102 is intended to be exposed zone 5 material and does not require topsoil.
 - a. Response: Correct.
11. Table 7-1 of the Draft Material Handling and Development Plan provides estimated Bulking/Shrinkage factors for the various embankment materials. Please confirm what elements are included in this factor. If there is no consideration of additional losses between the excavated (BCY) volume and the embanked (ECY) volume, please clarify how the report addresses the additional excavation to overcome losses from unusable material, material production, stockpiling, embankment overbuilds, etc?
 - a. Response: Shrink/Swell factors shown in the Draft Material Handling and Development Plan are general and do not account for losses (i.e. stockpile losses or additional quantities from "Christmas Tree" losses on the filter materials). Generally, each borrow area was analyzed based on the ratio

of available-material to required-material to ensure there is a buffer for items such as waste, more refined shrinkage factors based on testing, additional unsuitable materials and other factors. Quantities are “neat” and do not include overbuild. This will be further analyzed as the design progresses in assistance with the selected CMAR. For the purposes of the indicative pricing, the Proposers should use their best judgement to account for waste from mining and processing of the materials, and state any related assumptions in the Proposal.

Revisions to the RFP and Draft CMAR Contract

2.1. In RFP Section 1.6 Reference Documents, under the header entitled “Documents provided to a Short-listed Respondent upon receipt of a signed confidentiality agreement (to be returned via email to the Contact Person) included in RFP Attachment G” – add the following documents to the current listing:

- Sites_Existing Surfaces_202508.zip – existing topo surface files with key maps
- STS-0045-C-mGAn2Dn_Feat.dwg – 2D project features
- STS-0045-C-z3Dn_DamsDikes.dwg – dams/dikes finish grade surfaces

2.2. Replace RFP Section 4.1.1 Proposal Submittal Location and Deadline in its entirety with the following:

Proposals shall be submitted electronically on or before the date and time listed in Table 2-1.

The pdf elements of the Proposal shall be submitted electronically in one pdf file through PlanetBids on or before the date and time listed in Table 2-1.

Proposers will need to upload the following items to the Sites Authority's SharePoint site (refer to RFP Table 4-1): Programmatic Schedule Native file (Proposal Appendix D), Development Scenario Schedule Native File (Proposal Appendix E), Excel format of Detailed Indicative backup (Proposal Appendix F), and the non-pdf format elements of Proposal Appendix G (e.g., completed equipment rate table, etc) by the submittal deadline indicated in RFP Table 2-1. The specific SharePoint upload location will be communicated to the Proposer's Contact Person via email. Proposers will be required to submit documentation (e.g., screenshot of upload time/date stamp) via email to the Contact Person indicating that the schedules and excel files were uploaded in advance of the Proposal submittal deadline. Any files uploaded after the Proposal submittal deadline will be deleted from the Sites Authority's SharePoint site and will not be considered by the Evaluation Committee.

- 2.3. In RFP Section 4.3 Required Proposal Format, replace the 'Page Size' and 'Page Limit' paragraphs in their entirety with the following:

Page Size: With the exception of team and individual-level organization charts, schedules, and exhibits, all information shall be printed on 8.5-inch by 11-inch paper. Team and individual-level organization charts, schedules, and exhibits may be one-sided on 11-inch by 17-inch paper.

Page Limit: The Proposal page limit is 75 pages or less, excluding front cover, table of contents, executive summary, cover letter, forms, dividers, and appendices. For 8.5-inch by 11-inch paper, a page is one printed side of one sheet (i.e., double-sided sheet counts as two pages). For 11-inch by 17-inch paper, one printed side of one 11-inch by 17-inch sheet counts as two pages. Any content exceeding the page limits will not be reviewed and will not be included in the evaluation. Brevity and the use of graphics and tables are encouraged.

- 2.4. Replace RFP Attachment E – Indicative Pricing Table in its entirety with the revised version that is uploaded to PlanetBids (Attachment E- Indicative Pricing Table_revAdd2).

- 2.5. Remove the word "Rental" from cell E8 so that RFP Attachment F – Equipment Rate Table applies only to owned or leased equipment.

- 2.6. In the Recitals of the Draft CMAR Contract, add the following as Recital J:

J. The Parties acknowledge that due to causes including, but not limited to, site access and the status of design at the time of Contract execution, various aspects of the Project remain uncertain and such uncertainties will be addressed through a collaborative, work package-based approach during Preconstruction Services. These are intended to be implemented through the negotiation and mutual execution of Reservoir Work Package Amendments consistent with the Contract Documents. Each Reservoir Work Package Amendment will contain negotiated work package specific terms and conditions intended to revise and supplement the Contract, including the General Conditions, that will, among other things, allocate risks between the Parties in a transparent manner that attempts to establish mutually understood mechanisms to manage and mitigate risks.

2.7. Replace Draft CMAR Contract General Conditions Section 4.4.B.c paragraphs (iv) and (vii) in their entirety with the following (revised text shown in red for clarity):

(iv) Equipment Rates Inclusions. All equipment rates, as provided for above, shall be inclusive of all ownership and operating expense **types, described and** outlined in the U.S. Army Corps of Engineers publication “Construction Equipment Ownership and Operating Expense Schedule” for Region 7. Maintenance costs for equipment above and beyond the maintenance and repair costs **types described** in the foregoing referenced U.S. Army Corps of Engineers publication, such as dedicated mechanic and fuel trucks, master mechanics, or equipment managers, shall not be included in the equipment rates and paid for as either a Direct Cost or Indirect Cost, as applicable, unless otherwise agreed to by the Parties.

(vii) Standby Time. CMAR will be paid for equipment standby time, at the sole discretion of Sites Authority, directly caused by unreasonable delay by Site Authority unless the equipment would have otherwise been in idle status. Standby rates **will be paid at the rates established in the contractual equipment rate table [WILL BE REFERENCED AFTER CMAR SELECTION]**. Paid standby must not exceed 40 hours per week (7 calendar days) (based on a 40-hour workweek) per unit of equipment. Actual operating hours during a week will be credited against the 40 hours maximum standby allowance.

Additional Clarifications

1. Some of the suggested revisions to the Preliminary Draft CMAR Contract were made based on comments received at the RFQ phase; and these changes were incorporated into the Draft CMAR Contract issued with the RFP. Additional suggested contract modifications raised by a Short-listed Respondent in its SOQ may be considered during the negotiation of the CMAR Contract.
2. Prior to Contract execution, General Conditions Section 5.1F regarding permits will be replaced with a permit matrix showing the responsible party for obtaining specific permits; additionally permit responsibility may be further defined via contract amendment as applicable to each work package. Generally, the Sites Authority will be responsible for obtaining the necessary programmatic project permits for the Sites Project as a whole, while the selected Reservoir Package CMAR Contractor will be responsible for the Storm Water Pollution Prevention permit and other permits directly required for construction, as negotiated by each Reservoir Work Package Amendment.

3. The Reservoir Package CMAR Contractor's ability to use water stored behind the cofferdam(s) will depend on specific terms of the forthcoming water right and specific design features of the diversions and timing issues with regulating inflows and outflows. For the purposes of their Proposal, Proposers should not assume water stored behind the cofferdam(s) will be available for construction purposes for Golden Gate Dam.
4. Each Reservoir Work Package Amendment will have terms specific to the work and will have a higher precedent than the contract, as outlined in General Conditions Section 2.5.A. It is understood that the current Draft Contract is broad, and it is contemplated that future Reservoir Work Package Amendments will be more tailored to the specific work being performed. An additional contract recital has been added to clarify this intent.
5. The detailed scope of Phase 1A Preconstruction activities for pricing purposes will be provided in a future addendum.