



ADDENDUM NO. 3 TO RFQ# 9600-77: Construction Management Services

Date: Tuesday, December 12, 2017
To: All participants submitting Statement of Qualifications for RFQ# 9600-77
From: Linda Rivera, NMC Contracts Division
Subject: Addendum No. 3 to RFQ# 9600-77

This addendum includes the final set of questions and answers to date regarding this RFQ 9600-77 as well as changes to certain sections of the RFQ and the Agreement.

Per the following:

Section 3.7 "IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFQ by either informing Natividad Medical Center of their mailing information or by regularly checking the NMC website at www.natividad.com (Vendors tab). Addenda will be posted on the website the day they are released."

- This acknowledgement signature page of Addendum No. 3 must be submitted with your Statement of Qualifications (SOQ).
- If this acknowledgement signature page is not submitted with your SOQ, your entire qualifications package may be considered non-responsive.

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDUM NO. 3, RFQ # 9600-77

Authorized Company Signature

Printed Name

Company Name

Date

Question 1:

Whether the list of qualified bidders may be expanded to include licensed architects?

Answer: *Yes, California licensed architects, registered engineers, or general contractor holding a Class B license are considered qualified to respond to and provide services as per this RFQ.*

RFQ SECTION 2.1.1 IS HEREBY CHANGED TO THE FOLLOWING:

2.1.1 Licensing Requirements: CONTRACTOR may be licensed architects, registered engineers, or licensed general contractors whose services meet the requirements of section 4529.5 for management and supervision of work performed on state and local construction projects. In addition, if CONTRACTOR is a licensed general contractor, CONTRACTOR is required to possess a California Class B license with the proper sub-classifications as required for the tasks being performed (mechanical, electrical, etc.). CONTRACTOR must possess and maintain the appropriate license throughout the term of the AGREEMENT.

Additionally; RFQ SAMPLE AGREEMENT SECTION 7.0 IS HEREBY CHANGED TO THE FOLLOWING:

(SAMPLE AGREEMENT) 7.0 INDEMNIFICATION

- 7.1 For purposes of the following indemnification provisions (“Indemnification AGREEMENT”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification AGREEMENT is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification AGREEMENT and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification AGREEMENT and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County of Monterey under this Indemnity AGREEMENT that is permitted by law shall be provided by CONTRACTOR.
- 7.2 Indemnification for Design Professional Services Claims:
CONTRACTOR shall indemnify, defend and hold harmless County of Monterey, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County of Monterey, or defect in a design furnished by County of Monterey.
- 7.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless County of Monterey, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this

AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County of Monterey, or defect in a design furnished by County of Monterey.

Question 2:

May Paragraph 15.2 be removed from the Sample Agreement, on the ground that a construction project management firm does not provide construction workforce, either as direct-labor or subcontractors, and, therefore, is not required to register with the California Department of Industrial Relations (DIR)?

Answer: *Natividad Medical Center will require inclusion of Paragraph 15.2 requiring registration with the Department of Industrial Relations in the agreement(s) awarded for this RFQ, however, this requirement only need be adhered to if and when prevailing wages are required as per the State of California Director of Industrial Relations.*

RFQ SAMPLE AGREEMENT SECTION 15.2 IS HEREBY CHANGED TO THE FOLLOWING:

15.2 If applicable, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

Question 3:

Paragraph 15.3 of the Sample Agreement references the Local Hiring Policy set forth by County of Monterey Code 5.08.0120. This policy is defined as a good-faith effort for the construction workforce to be comprised of 50% local residents. Since the NMC RFQ is not asking the Construction Manager to self-perform construction work that would require a construction workforce, please confirm our assumption that the local hire policy is not applicable to the service requested in NMC's request for Construction Management services.

Answer: *The RFQ Sample Agreement section 15.3 and its subsections, 15.3.1 and 15.3.2, are not applicable for Construction Management services.*

RFQ SAMPLE AGREEMENT SECTIONS 15.3, 15.3.1, AND 15.3.2 ARE HEREBY REMOVED AND WILL NOT BE INCLUDED IN THE AGREEMENT(S) AWARDED FROM THIS RFQ.

-----End of Questions and Answers-----

Please see next page for changes to RFQ Calendar

RFQ SECTION 3.0 IS HEREBY CHANGED TO THE FOLLOWING:

3.0 CALENDAR OF EVENTS

3.1	Issue RFQ	Wednesday, October 18, 2017
3.2	Deadline for Written Questions	Wednesday, November 8, 2017
3.4	Statement of Qualifications (SOQ) Submittal Deadline	Friday, December 29, 2017
3.5	Estimated Notification of Selection	January 2018
3.6	Estimated AGREEMENT Date	March 2018

-----**End of Addendum No. 3**-----