



July 30, 2020

**Subject: Addendum No. 2
Request for Proposals (RFP) No. 20-08: Diamond Bar Golf Course Project**

To all prospective Proposers:

This Addendum No. 2 results from questions and answers and clarification to the above referenced RFP. Each request or question is listed below with SGVCOG response.

This Addendum No. 2 becomes a part of the original solicitation package and as such, shall become part of the resultant contract with the successful proposer. All other information included in the original solicitation is not altered by this Addendum.

Clarifications from SGVCOG:

1. Page 6 of 18: Section 10.3. Identification of Proposals

Delete this section in its entirety and replace with the following:

Please submit one (1) electronic copy of the proposal in PDF format via SGVCOG's online bidding system, Planetbids on August 17, 2020 on or before 11:00 am. Proposals received after the above-specified date and time will not be accepted.

2. Page 5 of 18: Section 9.2. Submitting Requests

Delete this section in its entirety and replace with the following:

All questions regarding this RFP must be submitted in writing via SGVCOG's online bidding system, Planet Bids by July 27, 2020 at or before 5:00 pm. No other questions will be received after the deadline. Only written inquiries transmitted online will be considered. All questions and answers will then be posted on SGVCOG's online bidding system, PlanetBids.

Q1 RFP Page 5 of 18 (pdf page 8), Item 9.2 references a Pre-Proposal Conference. The Bid Information tab on the PlanetBids page indicates "No" at Pre-Bid Meeting. Please clarify whether a Pre-Proposal Conference will be held. If it will be held, when?

A1 See Clarifications from SGVCOG #2 above.

Q2 For the proposal format is double-spacing absolutely necessary?

A2 Yes. The document spacing shall be double-spaced.

Q3 RFP mentions "Resident Engineer" as part of our proposed team. Does this person need to be a Professional Licensed Engineer?

A3 No they do not. It is recommended that the CM team include a licensed civil engineer as some project documentation may require the signature of a licensed engineer.

Q4 Is the CM expected to provide survey services? If so, could you please further clarify what you mean by pre-survey services and what is the scope of work included in the pre-survey?

A4 Yes, survey would be required to double check contractor's staking and verify elevations on completed grading. "Pre-survey" means a review of existing site conditions to determine future validity of claims either by the contractor or golf course owner.

Q5 With the current pandemic, please confirm hard copies of the proposal are still necessary?

A5 See Clarifications from SGVCOG #1 above.

Q6 Page 2 of the RFP states that "Proposals must be submitted in PlanetBids at or before 11:00 a.m., August 17, 2020," but on page 8, Section 10, there's only mention of hard copies being delivered and nothing about PlanetBids. Can you confirm whether we need to upload an electronic copy to PlanetBids alongside our physical copies?

A6 See Clarifications from SGVCOG #1 above.

Q7 Page 21 states that "1. SGVCOG Form 105 - Consultant Proposal SBE Commitment" and "2. SGVCOG Form 106 m-SBE Information - Good Faith Efforts" must be submitted; however, the Appendices that include the required forms have omitted these two from the list (Page 55). Please confirm that these two forms should have been included?

Could you please provide Exhibit "H" to sample agreement and/or insurance requirements that will apply to this contract?

A7 The requested documents are attached hereto and will become part of this RFP.

Q8 Would SGVCOG accept retention bond under the retention provision and as an "eligibility security: under Government Code Section 16430(m) and pursuant to Public Contract Code Section 10263(d) and 22300(c)?

A8 No.

Q9 Will SGVCOG be providing third-party consultant oversight for the environmental permits on this projects as they have with other projects? Or, will the CM awarded the contract be required to provide full oversight of permitting requirements?

A9 CM will be required to provide full oversight

- Q10** What is the landscape architect's scope of services during construction of this project? Will the CM be expected to certify compliance with the landscape plans or will the architect?
- A10** WKE (the prime design firm on this project) will be retained to respond to RFI's and address differing site conditions. The landscape architect sub to WKE will be available to assist the CM in determining if fairway grading meets the designer's intent.
- Q11** Will any coordination or permitting with Caltrans be required for this project?
- A11** A Caltrans encroachment permit for the downstream portion of Line A of the MTD storm drain and some interim grading on the east side of Grand Ave will be required. The SGVCOG is in the process of obtaining this permit.
- Q12** What entity owns the public water lines that will feed the domestic and fire systems on this project?
- A12** Walnut Valley Water District.
- Q13** Appendix A states an import of an estimated 60,000 CY of dirt is required. Has a borrow site for the 60,000 CY of import been identified or will it be the responsibility of the contractor?
- A13** Location of material to be imported will be the responsibility of the contractor.
- Q14** Appendix A states Caltrans will be requesting a maintenance access agreement with the County in order to cross through the golf course and maintain the channel to Outlet 3. Is this access agreement required to be in place prior to the start or completion of construction? Could the lack of a Caltrans maintenance access agreement with the County prior impact construction in any way?
- A14** The Caltrans easement will be required by the end of the project and will not delay the start of construction.
- Q15** Appendix A describes the work to be performed by SCE or SCE's contractor. The relocation of the TSPs is expected to take 4-5 weeks during the latter portion of the project while the relocation of the distribution lines is expected to take 10-12 weeks during the initial portion of the project. Have the SCE designs been finalized?
- A15** No, those plans have not been finalized at this time.
- Q16** Appendix A states that access rights will be required for the new tunnel connecting the two sides of the golf course under Grand Avenue. Who is responsible for obtaining the access rights?
- A16** The SGVCOG will be obtaining those access rights.

Q17 In sections MM-BIO-3, GEO-1, and MM GEO-1 of the Mitigation Monitoring and Reporting Program, Initial Study with Proposed Mitigated Negative Declaration, it is noted that the responsible party is Metro. Will these tasks be completed by a consultant under a separate contract with Metro or will the consultant selected for this SGVCOG contract be responsible for these tasks?

A17 Anything that indicates Metro is being done through the design consultant currently under contract with Metro. Anything that is the SGVCOG responsibility will be done by the CM or the contractor.

Q18 Do 11 x 17" pages count as one page or two?

A18 It counts as one page.

Q19 Given the fact that many companies are working remotely due to the COVID pandemic, will SGVCOG accept electronic signatures and proposals?

A19 See Clarifications from SGVCOG #1 above.

Q20 Firm references are requested in the Qualifications, Related Experience, and References of the Proposer section of the Technical Proposal as well as on the Reference Form. Can firm references be submitted solely on the Reference Form and not in the body of the proposal as long as three references are cited for related experience?

A20 No.

Q21 Which members of the design team are precluded from participating in this solicitation?

A21 Refer to Sections 13 and 14 of the RFP for prohibitions. See attached list of firms that are involved in the design of this project and have contracts in excess of \$25,000.

Q22 Will the golf course be shut down in its entirety for the duration of the project?

A22 Yes.

Q23 What coordination with golf course maintenance staff is required?

A23 The County contracts with American Golf to maintain the course. American Golf will remain on site during the construction period and maintain those areas not affected by the proposed work. The CM will need to maintain regular communications with the representative of American Golf to avoid conflicts between the contractor's work and their required on-going maintenance activities.

Q24 Do resumes need to be 12-point font and double spaced?

A24 Yes.

Q24 Does text on graphics/tables/charts need to be double spaced?

A25 No.

Q26 Who is the design consultant?

A26 WKE.

Q27 What is the overall construction cost? 1a. Can you separate out the costs (golf course, building infrastructure, etc.)?

A27 Approximately \$30 million. Detailed estimate not currently available.

Q28 Could you please confirm who the civil engineer is for this project?

A28 WKE is the prime with Jacobs as a sub consultant.

Q29 Could you please confirm who the golf architect is for this project?

A29 Golf Course Design Inc.

Q30 Could you please confirm who the maintenance building architect is for this project?

A30 Melzer Deckert & Ruder, Architects, Inc.

Q31 What percent of completion of the Edison plans is done?

A31 30%

Q32 What percent of completion of freeway work is done?

A32 The plans for the freeway project that will follow this golf course modification are at the 65% level.

Q33 Pages 11 and 12 of Appendix B refer to UPRR requirements. Can SGVCOG please clarify that these coordination services will be needed?

A33 There is no UPRR coordination on this project.

Q34 In Section 3, Schedule of Work, Table 1 the estimated NTP for construction is January 2021. With potential delays due to the current climate (COVID-19 and Shelter in Place related) and other agencies moving funds, is the start of construction still planned to start at this time or will it get delayed?

A34 Start is not being delayed at this time. Funding is being provided by LA Metro and will be subject to their approval of a FY21 budget in October.

Q35 In regards to proposal format, are 11x17 pages counted as one page or two in the total allotted page count?

A35 One Page.

Q36 Identification of Proposals (Page 6 of the RFP) refers to printed and bound copies of the proposal as the preferred delivery method, and PlanetBids confirms this is a paper delivery, but the Memo on the first page refers to the delivery method for the proposal as a submittal on Planet Bids website. Does SGVCOG prefer paper copies as indicated in the RFP, or a completely online submittal, or both?

A36 See Clarifications from SGVCOG #1 above.

Q37 Does SGVCOG anticipate the SBE Outreach Program occurring as part of our proposal process?

A37 Yes.

This Addendum No. 2 shall be posted on the SGVCOG's online bidding system, PlanetBids.

Proposers are reminded that this, and any subsequent addenda, must be acknowledged in the RFP cover letter.

The Proposal Due Date is UNCHANGED by this Addendum.

Sincerely,

Memo Ponce

Memo Ponce

Contracts Manager

(END OF ADDENDUM NO. 2)

SGVCOG FORM 105
LOCAL AGENCY PROPOSER SBE COMMITMENT

LOCAL AGENCY: SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

LOCATION: CITY OF DIAMOND BAR

PROJECT DESCRIPTION: CONSTRUCTION MANAGEMENT SERVICES FOR DIAMOND BAR GOLF COURSE PROJECT

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

CONTRACT SBE GOAL (%): 8%

[illegible]

INSTRUCTIONS:

1. Proposer must submit SBE Commitment form with submittal package.
2. SBE must be certified at time of proposal submittal.
3. SBE must be certified in accordance with SBA guidelines.
4. SBE certifications must be included with SBE commitment form.

Total Claimed SBE
Commitment

%

Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact	(Please Type or Print)
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Distribution: (1) Original - Local agency files

SGVCOG FORM 106

SBE INFORMATION - GOOD FAITH EFFORTS

RFP No. _____

RFP Opening Date: _____

Project Name: _____

The San Gabriel Valley Council of Governments (SGVCOG) established a Small Business Enterprise (SBE) goal of **8%** for this project. The information provided herein shows that a good faith effort was made.

If the Proposer has not met the SBE goal, the Proposer must complete and submit the “SBE Information – Good Faith Efforts,” SGVCOG Form 106 demonstrating that the Proposer made adequate good faith efforts to meet the goal.

If the Proposer has met the SBE goal based on the proposed participation of SBEs listed on the Proposer’s “Local Agency Proposer – SBE Commitment Form,” it is at the Proposer’s discretion (not mandatory) whether or not to submit “SBE Information – Good Faith Efforts,” SGVCOG Form 106. However, the submission of Good Faith Efforts documentation (SGVCOG Form 106) can protect the Proposer’s eligibility for award of the contract if SGVCOG determines that the Proposer failed to meet the goal for various reasons, e.g., a SBE firm was not certified on or before the proposal due date, or the Proposer made a mathematical error.

Good Faith Efforts documentation is required to be submitted with the proposal submission package.

- A. The names and dates of written notices sent to certified SBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the SBEs were interested (please attach copies of solicitations, telephone records, email records, FAX confirmations, etc.):

Names of SBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. The items of work which the bidder made available to SBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate SBE participation. It is the Proposer’s responsibility to demonstrate that sufficient work to facilitate SBE participation was made available to SBE firms.

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Percentage of Contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- A. The names, addresses and phone numbers of rejected SBE firms, the reasons for the Proposer's rejection of the SBEs, the firms selected for that work (please attach copies of quotes from the firms involved):

Names, addresses and phone number of rejected SBEs and the reasons for the proposer's rejection of the SBEs:

Names, addresses and phone numbers of firms selected for the work above:

- B. Efforts made to assist interested SBEs in obtaining insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to SBEs:

- C. Any additional data to support a demonstration of good faith efforts (use additional sheets of necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

EXHIBIT "H"

INSURANCE

**CONSTRUCTION MANAGEMENT SERVICES
FOR
DIAMOND BAR GOLF COURSE PROJECT**

EXHIBIT "H"

INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to SGVCOG, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, and subcontractors, along with CONSULTANT'S (and all its subcontractor's) agents officers and employees. CONSULTANT shall have the sole responsibility of monitoring subcontractor compliance with such requirements. Insurance is to be placed with insurers with a current A.M. Best's rating of A++, A+, or A and a capacity rating of VII or higher.

1. Minimum Scope of Insurance.

- a. "Occurrence Form" Comprehensive General Liability Insurance providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this AGREEMENT, underground hazards, products-completed operations, a separate "per project" general aggregate limit (ISO Form CG 25 03 or equivalent), broad form property damage, and name RAILROAD, SGVCOG along with its individual members, their respective, elected and appointed boards, officials, officers, agents, employees and volunteers as "additional insureds" with respect to all liabilities arising out of CONSULTANT'S obligations under the AGREEMENT. This insurance shall not exclude liability coverage for work or activities performed on railroad tracks, railroad property, and all such surrounding areas that are accessed by CONSULTANT under this AGREEMENT. CONSULTANT'S insurance policy shall include or be endorsed to include a "severability of interests" provision (ISO Form CG0001 or equivalent) ensuring that each "additional insured" is treated as if it is the only insured.
- b. "Occurrence Form" Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form CA 0025, or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by CONSULTANT and name RAILROAD, SGVCOG along with its individual members, their respective, elected and appointed boards,

officials, officers, agents, employees and volunteers as “additional insureds” with respect to all liabilities arising out of CONSULTANT’S obligations under the AGREEMENT. CONSULTANT’S insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured.

- c. Workers’ Compensation Insurance as required by the Labor Code of the State of California and Employer’s Liability Insurance covering all persons providing services on behalf of CONSULTANT and all risks to such persons under this AGREEMENT.
- d. Professional Liability Insurance providing protection against injuries or damages caused by the errors or omissions of CONSULTANT. The coverage may be written either on an “occurrence form” or “claims made form.” If written on a claims made form, the coverage shall provide for at least a three-year extended reporting/discovery period, which shall be invoked should the Professional Liability Insurance covering the period of this AGREEMENT be cancelled.

2. Minimum Limits of Insurance. CONSULTANT shall maintain the following limits of insurance:

- a. General Liability: a per occurrence limit of \$2,000,000; a “per project” general aggregate limit of at least \$4,000,000; and a products-completed operations aggregate limit of at least \$4,000,000.
- b. Automobile Liability: a per occurrence limit of \$2,000,000 per occurrence.
- c. Workers’ Compensation and Employer’s Liability: Workers’ Compensation with limits to California Statutory Limits, as required by the Labor Code of the State of California, and Employer’s Liability limits of \$1,000,000 per accident, or disease, and per employee.
- d. Professional Liability Insurance: a per occurrence limit of \$1,000,000 and in the aggregate.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. No insurance policy required by this EXHIBIT "H" shall be suspended, voided, or cancelled by the insurer nor by CONSULTANT, or reduced in coverage or in limits except after 30 days prior written notice by Certified Mail, return receipt requested, has been given to and with the written consent of SGVCOG.
2. CONSULTANT'S insurance shall be primary insurance. Any other insurance shall be "excess only and non-contributing" with respect to any insurance carried by RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
3. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, subject only to the limits of the insurer's liability.
4. Any failure to comply with the reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
5. CONSULTANT'S insurers shall agree to waive all rights of subrogation against RAILROAD, SGVCOG along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
6. CONSULTANT agrees to deposit with RAILROAD and with SGVCOG, at or before the effective date of this AGREEMENT, certificates of insurance (and, upon request, certified duplicate originals of any policy, in whole or in part) to satisfy RAILROAD and SGVCOG that the insurance provisions of this AGREEMENT have been satisfied. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.
7. CONSULTANT'S insurance shall provide coverage for all activities under this contract, whether performed by consultant or any subconsultant under their control.
8. Any deductibles or self-insured retentions must be declared and approved by SGVCOG.

9. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.



Design Consultants for Diamond Bar Golf Course Project

WKE, Inc. (Prime)

Jacobs

Melzer Deckert & Ruder, Architects, Inc.

RCE Consultants, Inc.

Golf Course Design Inc.

Brent Harvey Consulting

Tanner Consulting Group

Sage Environmental Group

Earth Mechanics

GPA Consulting

CWE

Geo-Advantec, Inc.

Wagner Engineering, Inc.

TRC Engineers, Inc.

Towill, Inc., a California corporation

Tatsumi and Partners, Inc.

PacRim Engineering, Inc.

OPTITRANS

MA Engineering

LIN Consulting

Kroner Environmental Services, Inc.

ADVANTEC Consulting Engineers, Inc.