

Erin Valdez
Deputy Director-Finance &
Administration

Willis "Bill" Wathen, Interim Director

Willis "Bill" Wathen
County Welfare Director

Joe Hallett
Director of Behavioral Health



GLENN COUNTY
HHSA
HEALTH & HUMAN SERVICES AGENCY

Dr. Jared Garrison
County Health Officer

Laura Medina
Assistant Deputy Director of
Public Health

BHCIP Construction Manager RFP 2024-01 Questions

A. Terms and Conditions

1. EXCEPTION: pg. 14, Agreement, Section 2: Can the Agreement be change the term language from “...**shall continue until June 30, 2024**” to “**June 30, 2026**” Reasoning: The RFP provides on page 6, Section 5, that the Contract Start Date and End Date is upon execution of Agreement to June 30, 2026.
 - a. Yes, the Proposed Agreement will be tailored to match the term outlined in the Request for Proposal.
2. pg. 19, Agreement, Section 10(D) Infringement Indemnification: Would the County consider revising this section to read as follows?: “**Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement by the Contractor of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.**” Reasoning: The provision as written expands the scope of responsibility for any infringement use by the County regardless of the provider. This revision limits the scope of liability to pertain to items provided by the Contractor and removes the liability from any infringement use by the County from any potential third parties.
 - a. Yes, the County would consider revising Section 10(D) Infringement Indemnification.
3. pg. 19, Agreement Section 10(D) Infringement Indemnification: Would the County consider removing “volunteers” from the group of indemnities? Volunteers typically contribute their time and services on a voluntary basis and may not have the same contractual relationship, obligations, skills, or liability exposure as paid or other third-party contractors. Including volunteers in the group of indemnified persons creates an imbalance of responsibility for contractors with strict contractual obligations to match their skills and liabilities accordingly.
 - a. Yes, the County would consider removing “volunteers” from the group of indemnities from pg. 19, Agreement Section 10(D) Infringement Indemnification.
4. pg. 19, Agreement Section 10(E) Photographs and Recordings: Would the County consider removing “**volunteers**” from the group of indemnities? Volunteers typically contribute their time and services on a voluntary basis and may not have the same contractual relationship, obligations, skills, or liability exposure as paid or other third-

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party contractors. Including volunteers in the group of indemnified persons creates an imbalance of responsibility for contractors with strict contractual obligations to match their skills and liabilities accordingly.

- a. Yes, the County would consider removing "volunteers" from the group of indemnities from pg. 19, Agreement Section 10(E) Photographs and Recordings.
5. pg. 19, Agreement Section 11, Indemnification: Would the County consider removing "**volunteers**" from the group of indemnities? Volunteers typically contribute their time and services on a voluntary basis and may not have the same contractual relationship, obligations, skills, or liability exposure as paid or other third-party contractors. Including volunteers in the group of indemnified persons creates an imbalance of responsibility for contractors with strict contractual obligations to match their skills and liabilities accordingly.
 - a. Yes, the County would consider removing "volunteers" from the group of indemnities from pg. 19, Agreement Section 11 Indemnification.
6. pg. 21, Agreement Section 12(B), Other Insurance Provisions: Would the County consider removing "**volunteers**" from the group of additional insureds? Volunteers typically contribute their time and services on a voluntary basis and may not have the same contractual relationship, obligations, skills, or liability exposure as paid or other third-party contractors. Including volunteers in the group of additional insureds creates an imbalance of responsibility for contractors with strict contractual obligations to match their skills and liabilities accordingly.
 - a. Removing "volunteers" from the group of additional insured would require the approval of Glenn County's County Administrative Officer and Risk Manager.

B. Project Questions

1. Will there be a prequal for the General Contractor or will this be a hard bid put out to the public?
 - a. This has yet to be decided.
2. Will the Construction Manager scope include reviewing and advising the County on Best Value (Stipulated Lump Sum) Design-Build Criteria, Procurement (RFQ and RFP), Contracts (General and Supplemental Conditions) and Milestone Schedule best practices and lessons learned?

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- a. Yes, the Construction Manager will be involved in evaluating Design-Build proposals, but not in drafting the Design-Build RFP.
 3. Will the Construction Manager scope include estimating to set the Maximum Acceptable Cost, the highest value in which the Design-Build Entities (DBE) can bid the project during Procurement of the DBE?
 - a. No, the Design-Build RFP will be drafted and published before the Construction Manager is on-board.
 4. Will the Construction Manage scope include review and advising, or developing the Division 1 General Requirement?
 - a. The Scope of Work will include "revise and advise" on the Division 1 General Requirements
 5. What duration does the County assume the Construction Manager will be retained during the Warranty Period (DBE Warranty Period typically 2 years for Design-Build facilities)?
 - a. The estimated duration is May 2024-September 2026.
 6. What is the assumed Transition Period (transition from Construction Beneficial Occupancy/Cert of Occupancy to Operations), typically 3 months for Behavioral Health facilities of the size identified?
 - a. Yes, at least 3 and hopefully less than 6 months
 7. Will the DBE Contract duration be based on Substantial Completion (older contracts) or Final Completion (newer contracts and includes Closeout deliverables)?
 - a. Contract duration will be based on Final Completion