



BID ADDENDUM #1

BID 16-019

PROJECT / BID NUMBER: 16-019

PROJECT NAME: DB Historic Old City Hall Renovation

ADDENDUM NO: 1

ISSUE DATE: 7/6/16

TO ALL RESPONDENTS: This addendum is issued for the purposes of modifying the original Bid, through addition, deletion, clarification or correction as outlined herein. The information provided in this addendum supersedes any information previously provided in the referenced document(s). This addendum and the information contained herein shall be used in the preparation of any bid submitted by the Supplier and shall become an integral part of the contract documents for any contract awarded for the project specified. Please inform all concerned that the Request is modified by this Addendum.

ADD/CHANGE/DELETE:

CHANGE/REPLACE: RESPONSE DUE (page 4):

1. **Change** page 4, RESPONSES DUE to **Tuesday, August 2, 2016** by 2:00 PM. This deadline also appears on page 1, page 2 and page 18. All occurrences of this date need to be changed.

ADD: Liquidated Damages (Section 1.2, page 4):

2. **ADD** line in section 1.2, page 4:

Liquidated Damages No.

Since the City is somewhat flexible on the move-in schedule, provisions for liquidated damages (as stated in the general terms and conditions) are not required. This will supersede 4.1 of the general terms and conditions.

CHANGE/REPLACE/DELETE: Bonds (Section 1.2, page 4):

3. **Change** line in section 1.2, page 4: Yes, Performance / Payment Bonds will be required of the construction contractor prior to commencement of work.
4. **Delete:** Bid (5%) This requirement has been removed.

Bonds are not required to be submitted with the proposal; they will be required prior to the commencement of contract.

CHANGE/REPLACE/DELETE: Organization information (Section 1.4.4, page 5):

5. **Delete:** section of the line, "list probable sub-contractors that may be used".

Subcontractors may not have been considered yet. The intent of this request was to determine if there were plans to use local contractors as subs or if they had already been determined.

CHANGE/REPLACE: References (Section 1.4.5, page 5):

6. **Change** item 1.4.5 to show the references are to be for the Construction firm. If you have not partnered with a construction firm, the references should be given for prior project work.

CHANGE/REPLACE: Specifications (Section 8.3, page 19):

7. **Change section 8.2.1 to read:** The City intends to enter into a single contract with a DBT that includes the architect, contractor, design engineers, etc.

CHANGE/REPLACE: Specifications (Section 8.3, page 19):

8. **Change section 8.3 to read:** The quality of all new material must meet the highest applicable standards, and must be installed using the best practices of the construction industry. Unless otherwise specified, on-site existing materials can be retained and reused if salvageable/economical in the construction of this facility.

CHANGE/REPLACE: Specifications (Section 8.5, page 20):

9. **Change item 8.5 to read:** "The City expects the following scope of work to be completed. Any concerns or reservations about the scope needs to be submitted prior to the deadline; any comments regarding the scope can be added in the comment section or attached on a separate sheet.

QUESTIONS:

- Q1.** I submitted a 'NO BID'. Can I change my mind and participate?

A1. Yes, we hope you do change your mind and participate. Your company was selected because of the excellent work that has been done in the arena. The City is open to suggestions on any cost-saving modifications that can be made or amendments to the scope.

- Q2.** In the proposal package it requires an itemized Price Submittal that totals to a sum labeled Guaranteed Maximum Price. Are you asking us to guarantee a price prior to design?

A2. We understand the challenge you are facing and realize that it is extremely difficult to determine pricing with any accuracy at this point. The funds for this project are from SPLOST, so unfortunately we do not have any flexibility in the price ceiling. The budget for this project is 3.1 million, so a better description for the price may be 'not to exceed' (NTE). We also understand that you have little control over the construction costs. That said, what we really need to know is what can be done and stay within budget if built/renovated as designed. Work order changes initiated by the City are on the City. If the project should come in under budget, the savings would be designated to go towards some of the specifications that were previously removed, if mutually agreed upon, that may be added back.

- Q3.** In some parts of the RFP it appears the proposer is referred to as the DesignBuild Team (DBT) and at other parts as the Supplier?

A3. Yes, both terms represent the same.

- Q4.** Section 1.4.6, Project Approach: Are the tasks listed in 8.5 and 8.6 to be addressed in this Project Approach section of our response to the RFP?

A4. Yes, however, a detailed explanation of each item in 8.5 is not necessary at the current time. An overview can be provided, understanding that these items summarize the scope of work the City wants to complete.

- Q5.** Section 1.4.6.3.1: Should the requested licenses be the firm's license or the individual's license?

A5. Either will be acceptable; it just needs to be properly identified.

- Q6.** Section 1.4.7, Disclosures & Bid Response Acknowledgement: Several of the Disclosures requested – 6 Liquidated Damages and 7 OSHA – do not apply to Architects. Should we provide a response from our Contractor partner?

A6. Yes. If you do not have a construction partner, use previous project history.

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- Q7.** Section 1.4.7, Disclosures & Bid Response Acknowledgement: On the second page of the form (page 24), under Additional Acknowledgements, would the requirement for Occupational Tax License apply? As a professional services firm we maintain a license to practice in the State of Georgia which typically covers all other jurisdictions within the state.
- A7.** The Occupational Tax License segment of the Acknowledgements says "If a City of Griffin Occupational Tax License is needed in order to fulfill the project, we will obtain such license prior to the confirmation of contract." An Occupational Tax License is not needed for this project.
- Q8.** Section 1.5, Evaluation Criteria: It states, "The Evaluation Committee may, in its sole discretion and in the course of its evaluation, arrange a site visit or request presentations/demonstrations with one or more of the selected suppliers." However, further down in that same section it states, "Based on the City's evaluation, a list of suppliers will be compiled and ranked during the evaluation process. The highest supplier will be invited for an interview to review the different aspects of the project." These seem to contradict one another. Which statement applies?
- A8.** Actually they both do. The first section is DURING the evaluation process. There may be clarification needed or a site visit, etc for the evaluation team to better understand what is being proposed. The last section refers to AFTER the evaluation. The submittals are graded during the evaluation. Afterward, the highest ranked firm will be invited for an interview. Various things could happen during this interview – it confirms both parties have the same understanding of the different aspects of the project, it allows for negotiations and it allows for any concerns to be raised and addressed. This substantiates the award recommendation. If the issues/negotiations/concerns are not successfully resolved, the evaluation team will move to the next highest ranked supplier.
- Q9.** Section 1.5.1, Selection Criteria: Based on the scoring criteria there are at least two (2) criteria (Ability to meet scope of work as required and Usage of qualified local subcontractors) that would be difficult to assess prior to design. This accounts for 15% of scoring. Please describe how this will be judged.
- A9.** See item #5 in the first section. The City understands that you may not have chosen contractors and subs at this point. The intent is to determine if local subcontractors, if qualified, would be used. Describe if and how your team would encourage local participation.
- Q10.** Section 1.5.1, Selection Criteria: 25% of the scoring is the "Approach to the Project" and refers to Section 8.6. Typically such determinations are made in collaboration among the team partners; the design partner, the construction partner, and the owner. If they are addressed and judged in the RFP they will be determined without the owner's input. Is this the intent?
- A10.** The intent for this is to ensure that the DBT's approach and philosophy is consistent with that that of the City.
- Q11.** Section 3.3.1, Special Conditions: In the first paragraph it states, "Any contracts or leases resulting from the award of a RFP are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years." Since the total design/construction period will exceed one year, how would this work? In our experience we have seen these types of base contracts and renewal options but not for individual project contracts.
- A11.** Sections 3 – 6 are standard boilerplate and designed for time-oriented contracts. Project-based contracts are 'until fulfilled'.
- Q12.** Section 3.3.1: It states, "The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this awarded response. This option will be enacted during the contract or within six (6) months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties." Does this mean the DesignBuilder has the discretion to accept or reject the additional work that is added.
- A12.** Standard boilerplate. In most cases it would hold true. For example, if you gave a square foot price for the renovations, and the City wanted additional work done after you had completed the project, we could ask. You would have to agreeable to adding the additional work at the same rate.

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- Q13.** Section 3.3.2: This section makes provisions for a Best and Final Offer (BAFO). It does not state whether this would be offered only to Highest Ranked Supplier or other proposers as well. Please stipulate.
- A13.** Standard boilerplate. The circumstances of the solicitation would determine whether or not a BAFO would be used. BAFOs are more frequently used when dealing with tangible items. When services are involved, negotiations are more frequently used and they start with the highest ranked supplier. The evaluation team usually makes the decision on this during the evaluations.
- Q14.** Section 3.3.3: Please clarify the difference between "Schedule of proposed work (when applicable)" and "Completion Schedule (when applicable)".
- A14.** Those are part of the Standard boilerplate. For the purposes of this project, a schedule of proposed work that includes an estimated timeline (or completion time) is acceptable.
- Q15.** Section 3.3.4, Submission of RFP Response: Is delayed delivery by the United Postal Service beyond the stated time and date for any reason, deemed nonresponsive and will not be considered a valid proposal or opened?
- A15.** Standard boilerplate. If the City does not have a submittal by the deadline it cannot be accepted. Since the City's mail goes to a PO Box, we also ask that we be notified of any submission being sent by USPS so it can be picked up prior to the 'open'.
- Q16.** Section 3.3.12, Rejection/Cancellation/Award, item G: Under what circumstances would an award be made on individual items?
- A16.** Standard boilerplate. Not applicable in this situation.
- Q17.** Section 3.3.12, Rejection/Cancellation/Award: The last sentence of the last paragraph states "If the City determines that an aggregate award to one Supplier is not in the City's best interest, "all or none" offers will be rejected." Under what circumstances would an award be made to multiple DBTs?
- A17.** Standard boilerplate. Not applicable in this situation. One award will be made.
- Q18.** Section 3.4 inspection and Acceptance of Equipment (For Purchase): It states "The City reserves the right to inspect and test any equipment being offered prior to making any award." Can we assume this would have no application to this project as no equipment would be specified prior to the award of a design-build contract?
- A18.** Standard boilerplate. Not applicable in this situation.
- Q19.** Section 3.7, Hold Harmless and Indemnification: Would the City consider the following Indemnity clause that is more typical for professional services, "The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement."
- A19.** Standard boilerplate. The City has no objection to the above and it can be added as an addendum on the contract.
- Q20.** Section 3.9, Award and Resulting Contract: This section speaks of the Suppliers Proposed Contract. Are we supposed to propose a contract form? If so, is it to be part of our proposal
- A20.** The City intends to use standard AIA forms. Note if you work with a different type of contract form and provide an example.
- Q21.** Section 4.4, Tax Liability: Typically there are no sales tax exemptions for governmental construction projects. Should this clause be removed?
- A21.** Standard boilerplate. Not applicable in this situation.
- Q22.** Section 4.6, Estimated Quantities: In the Price Structure Schedule there would be no quantities. Should this section be removed?
- A22.** Standard boilerplate. Not applicable in this situation.

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- Q23.** Section 4.10, Termination for Fund Appropriation: It states, "Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance." Can you explain further the intent?
- A23.** Standard boilerplate. Not applicable in this situation. This is a SPLOST project and the funds are appropriated for the project. The standard language above refers to the unlikely situation of a government agency not being able to complete a project due to lack of funds. It ensures the supplier will get paid for what they have done to date. It is also the reason agencies use one year contracts with renewable options.
- Q24.** What if we feel that more than one design will be a good solution? Can we submit two?
- A24.** You are welcome to submit as many alternative solutions as you wish. We ask that you identify the primary solution and to separate the alternatives (different section or separate packet). You do not need to submit the 'common information' on the alternative solutions.
- Q25.** Section 5, Insurance Requirements: The insurance requirements in the RFP would require the design professional to acquire a level of insurance through the general construction insurance marketplace that is commensurate with a general contractor's higher liability during the construction process. This would likely disqualify the design professional from obtaining their typical lower-cost professional services coverage. Is there a way to address this?
- A25.** This project is soliciting a DBT; therefore, each respective group within that team should have trade-related insurance requirements. The City is not asking the design professional to obtain contractor insurance.
- Q26.** Section 8: Landscape architecture is identified as part of the scope. What is the extent of the area to be landscaped around the building?
- A26.** A design created by the DBT will use a combination of landscaping and hardscaping as a transition between Historic City Hall and Solomon Park. Additional landscaping to be installed in existing landscape pods near entrance as well.
- Q27.** Section 8.2.5 and 8.5.21: Is furniture and unattached equipment included in the Guaranteed Maximum Price?
- A27.** Submit items listed in 8.5.21 as separate line item. Furniture and equipment to be purchased is to be determined based on budget and space programming.
- Q28.** Section 8.3: Since this project involves work to a historic building, where existing materials will be retained and reused, and it may be possible that salvaged items (for example, historic hardware) may be desired, can this statement be modified?
- A28.** The quality of all new material must meet the highest applicable standards and must be installed using the best practices of the construction industry. On-site existing material can be retained and reused if salvageable/economical in the construction of this facility.
- Q28.** Section 8.6.3: If the Cupola is added at a later date is the price established by the item listed in the Price Structure itemization or negotiated at the time it is added to the contract?
- A28.** Technically both. The cost of adding the cupola will be negotiated at the time it is added. However, the City would like a current cost in the event it can be added now and for planning purposes.
- Q29.** Section 8.6.8 and 8.7.1: There is mention of a façade rendering, upstairs rendering and a floor plan. Are these to be created as part of the RFP response? PAGE 22 8.71 mentions the façade rendering and floor plan, but not the upstairs rendering
- A29.** Referring back to 8.6.8, "The City discussed the possibility of the old theater area upstairs being set up for a multi-purpose/assembly space. Additionally, there are offices that have been added and reconfigured over the years. What is your recommendation for the best use of this space and how must it be configured to provide for a reasonable and useable flow during varied uses? Provide a rendering of your initial thoughts and ideas. Would you recommend removing or restoring the old balcony area? What use(s) would be complimentary to the space." This is where your expertise and experience comes in.

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Q30. Section 8.6.11: Related to contingency, is the City accounting for testing paid by the owner such as, concrete testing, weld inspection, etc.?

A30. Testing is to be included in the NTE price of \$3.1 million.

Q31. Since the City of Griffin has suggested that this is to be a Design/Build Project, does the construction arm of our Design/Build team need to prepare the Registration paper work or is the team covered by our initial registration?

A31. It is highly recommended. They would have to be registered if we had to pay them anything and they need to supply the E-Verify affidavit for the contract anyway, so it just makes sense. There are also advantages to registering in addition to the future solicitation notifications. Our departments use this as their sourcing tool for small projects and any work need they may have. You never know what opportunities might pop up. If a company has a website, they can link their profile to it. In addition to our departments using it to source, other agencies can search vendors as well. Also – another plus.... You can piggyback registrations. Say you are registered with us and you wanted to register with another agency that uses Vendor Registry, you can go to their site, enter in your sign in info for Griffin, enter a couple of things on the first page and when you select continue, the system comes back and says you currently have a registration with Griffin, do you want to copy it? So unless the other agencies need additional required documents, that's it. It is just a great tool for smaller businesses that is free.

Q32. How do I show alternative suggestions on the Price sheet?

A32. You are welcome to submit as many alternative solutions as you wish. We ask that you identify the primary solution and to separate the alternatives (different section or separate packet). You do not need to submit the 'common information' on the alternative solutions.

- You can do a separate price sheet (make sure it is clearly marked Alternative with a number)
- Make the main sheet your base solution. On a separate sheet, list the modifications along with their financial impact (if you do this, you can save \$xx)

END