



**Purchasing Division** 

# ADDENDUM NO. 1

# DATE: June 30, 2016 FROM: City of Grand Junction Purchasing Division TO: All Offerors RE: Feasibility Analysis Options and/or Design Services for Rehabilitation of Existing Mesa County Animal Services Facility RFP-4157-16-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

- 1. Q. Would an SOQ (Statement of Qualifications) process be better suited for this project?
  - A. Mesa County has reviewed this request, and has determined that the current RFP (Request for Proposal) process will best suit their needs, and is the preferred method, for this project.
- 2. Q. What was original budget for construction, civil, and landscaping for this project?
  - A. The original building was built in 2010 and costs associated are not relevant to this project.
- 3. Q. How was the \$2,000,000 budget for this project developed?
  - A. Through settlement of original construction and property sales. The current budget amount is not relevant to your proposals.
- 4. Q. Is there a time limit for when it has to be repaired or remedied?
  - A. See 4.2.4 of the Request for Proposal RFP-4157-16-DH
- 5. Q. Is there a target date for the BOCC to evaluate and make a decision on which option they will choose?
  - A. See section 4.4 RFP Tentative Time Schedule
- 6. Q. Is the \$2,000,000 in the fiscal budget?
  - A. Yes

7. Section 3.0 Insurance Requirements, Item d Professional Liability & Errors and Omissions Insurance shall be clarified to read as follows for the per claim amount:

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of: TWO MILLION DOLLARS (\$2,000,000) per claim.

8. Section 4.3 Specifications/Scope of Services, 2<sup>nd</sup> paragraph shall be corrected to read as follows:

Mesa County is seeking a comprehensive solution that will resolve current problems and will prevent future movement of interior slabs and exterior pavement relative to the building's exterior walls to prevent future movement of interior slabs and exterior pavement relative to the building's exterior walls to the maximum extent attainable. The selected design team shall review existing geotechnical reports, expert reports and other documentation provided by the County to understand the extent and nature of the slab movement problems, including subsurface conditions, as necessary to develop the new design. If, after review of the existing reports, the Offeror determines that additional geotechnical investigation is necessary it shall be included in the Offeror's fee proposal. During construction, the design team shall attempt to confirm their analysis of the slab movement by observing demolition and excavation. If such observations reveal evidence contradictory to the design team's conclusions, alternative design(s) shall be immediately developed as an additional service.

9. Section 4.3 Specifications/Scope of Services, 8<sup>th</sup> paragraph Titled "Temporary Animal Services Facility During Construction (Rehabilitation Option)" shall be corrected to read as follows:

#### **Temporary Animal Services Facility During Construction (Rehabilitation Option)**

Should the option for rehabilitation of the facility be chosen by the Owner, Animal Services operations must continue during construction. The design team shall work with the Owner to develop a design for on-site, temporary facilities that will be utilized until the existing building can be occupied again. The design team shall also work with the Owner to identify which functions, if any, could be provided off-site. The temporary animal services facility must meet minimum requirements of the PACFA rules and Mesa County Animal Services' requirements. Owner shall be responsible for contacting the Colorado Department of Agriculture's concerning "Rules Pertaining to the Administration and Enforcement of the Pet Animal Care and Facilities Act" to discuss what exactly will be required for a temporary facility. An enclosable, conditioned space is expected to be necessary to meet PACFA requirements. Initial ideas include the possibility of using a tent with retractable sides or similar structure as a temporary on-site facility for the animals. A code compliant, fully conditioned office space for staff offices and public contact is also necessary. This may be provided by one or more mobile office units. Again, these are not the only possible solutions to the requirement for a temporary animal services facility. Alternative proposals are encouraged provided they meet the intent of this solicitation.

- 10. Q. Paragraph 4.3 calls for "zero inches tolerance" for future movement of the interior and exterior slabs. We understood from the site visit this will be removed or relaxed as it is impractical.
  - A. See question and answer 8 of this addendum.

- 11.Q. It appears to us 3 fees are actually requested:
  - 1. A fee for developing and studying feasibility of as many as 3 alternate solutions (second column in the fee matrix.
  - 2. A fee for rehabilitation design services of the existing building AND design of a temporary facility on the same site (third through seventh columns in the fee matrix.
  - 3. A fee for design services to a schematic design level only of a renovation of an off-site building yet to be determined for use as a temporary facility (not found in the fee matrix.
  - 4. And NO fee is requested to provide ANY design work on ANY alternate beyond the feasibility study

Do we have this right?

A. This has been reviewed by Mesa County, and therefore to provide a more clear and comprehensive fee proposal process, the Animal Services Rehabilitation, Design Fees form has been re-developed and Contractor's shall utilize this Re-Developed form when submitting their proposals. <u>See Attached.</u>

This project shall be awarded in two phases:

- 1<sup>st</sup>, The initial award shall be for the Feasibility Study portion of the project <u>only</u>. The study shall encompass <u>all</u> options requested in this solicitation process. This includes: the existing facility; the 3 potential off site locations for new construction; and the inclusion of any possible existing facilities to act as a temporary facility, should the remodel of the current facility end up being selected as the option of choice (submitted fees, to include any negotiations). Once the awarded firm completes their study, all options shall be presented to the Board of County Commissioners (BOCC) for a final selection as to which option to move forward with.

-2<sup>nd</sup>, Once the BOCC selects their preferred option, the design development phase shall then be awarded based on the submitted fees for that option to include any negotiations.

<u>NOTE:</u> Prior to final selection of an awarded firm, all fee proposals are considered negotiable, and are part of the evaluation process. All fees shall be proposed shall be for a "not to exceed" amount. It should also be noted that should the BOCC decide not to move forward with any options presented for this project, that no award will be given for the 2<sup>nd</sup> phase – design development.

- 12.Q. I wish to clarify if our firm may submit a proposal for the feasibility analysis (highest-bestuse of the discussed property) without also submitting a proposal for design services?
  - A. No. The feasibility analysis and design services shall be awarded to a single firm. However, architect, engineering, and consulting firms may team up with whomever will be the primary firm submitting the proposal, and is responsible for the contract.
- 13.Q. 2.28 Indemnification: I have attached a pdf of CRS 13-50.5-102 amended that was signed into law last year concerning the limitations on Indemnity Obligations in Public Construction Projects. Are we to assume that the Indemnification clause stated in the RFP under 2.2.8 is limited to and does not extend beyond the CRS?

- A. That assumption is correct based on C.R.S. 13-50.5-102. The indemnification for the obligor (successful bidder/contractor) is limited to the "degree or percentage of negligence or fault attributable to the indemnity obligor . . . " pursuant to that statute.
- 14.Q. 2.33 Patents/Copyrights: Discussion at last week's pre-proposal meeting included the use of the existing facility design in either the replacement or adopted to a new site. Does the County hold the Copyright to the design and drawings and retain ownership for use such as this?
  - A. No

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Duane Hoff Jr., Senior Buyer City of Grand Junction, Colorado





## **REVISED** - Fees Schedule

#### FEASIBILITY STUDY – ONLY – 1<sup>st</sup> PHASE AWARD

Item #	Description	Total Fee
1.	As per the solicitation documents, for the Feasibility Study portion of the project <u>only</u> . The study shall encompass <u>all</u> options requested in this solicitation process. This includes: the existing facility; the 3 potential off site locations for new construction; and the inclusion of any possible existing facilities to act as a temporary facility, should the remodel of the current facility end up being selected as the option of choice (submitted fees, to include any negotiations).	

# ITEM 2. DESIGN DEVELOPMENT – $2^{ND}$ PHASE AWARD – REHABILITATION OF CURRENT FACILITY

Design Discipline	Schematic Design	Design Development	Construction Documents	Bidding	Construction	TOTAL
Architectural						
Structural						
Mechanical						
Electrical						
Geotechnical						
Civil						
Landscape						
TOTAL						

### ITEM 3. DESIGN DEVELOPMENT – 2<sup>ND</sup> PHASE AWARD – NEW CONSTRUCTION – SITE 1

Design Discipline	Schematic Design	Design Development	Construction Documents	Bidding	Construction	TOTAL
Architectural						
Structural						
Mechanical						
Electrical						
Geotechnical						
Civil						
Landscape						
TOTAL						

### ITEM 4. DESIGN DEVELOPMENT – 2<sup>ND</sup> PHASE AWARD – NEW CONSTRUCTION – SITE 2

Design Discipline	Schematic Design	Design Development	Construction Documents	Bidding	Construction	TOTAL
Architectural						
Structural						
Mechanical						
Electrical						
Geotechnical						
Civil						
Landscape						
TOTAL						

ITEM 5. DESIGN DEVELOPMENT	– 2 <sup>ND</sup> PHASE AWARD	- NEW CONSTRUCTION -	- SITE 3
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Design Discipline	Schematic Design	Design Development	Construction Documents	Bidding	Construction	TOTAL
Architectural						
Structural						
Mechanical						
Electrical						
Geotechnical						
Civil						
Landscape						
TOTAL						