

Document 00910

**ADDENDUM NO. 1**

Date of Addendum: 08/10/2020

PROJECT NAME: HPD – Uniform Police Services Building Renovation

SUBMITTAL DATE: **Thursday, August 20, 2020** (No Change)

FROM: City of Houston, General Services Department  
900 Bagby, 2<sup>nd</sup> Floor  
Houston, Texas 77002  
Attn: Jared Lucher, Senior Project Manager

TO: Prospective Proposers

This Addendum forms a part of the Request For Proposal (RFP) and it will be incorporated into the Contract, as applicable. Insofar as the original RFP is inconsistent, this Addendum governs.

**CLARIFICATIONS**

**Q1.** A question around fee (RE: Design-Build Agreement):

- 3.8 calls out the “*Construction Contract Administration Fee*” and refers you to 12.7.3.
- 3.11 refers to “*Construction Phase Fee*” and refers you to 12.7.2 which physically has a spot to input a percentage.
- Form 5 of the RFP asks for the “*Construction Phase Fee*” and refers you to 3.11 of the Contract.
- 12.7.3 mentions “*Construction Phase Fee and Construction Contract Administration Fee...*”

Is the Construction Phase Fee and Construction Contract Administration Fee one in the same and thus included in the percentage on Form 5 of the RFP and ultimately inserted in 12.7.2 of the DBA?

**A1. They are not the same. For the RFP submission, please include only the Construction Phase Fee on the Form 5 document.**

**Q2.** Has there been an environmental study on the building and has it been abated (if required)?

**A2. The existing facility has previously been abated.**

**Q3.** Is it possible to schedule a site visit with you guys before the submission date?

**A3. Yes, a scheduled site visit for all interested proposers to access the facility will be scheduled for Wednesday, August 12 at 9:00AM.**

**Q4.** Are the following the only forms needed to include?

- City of Houston Campaign Finance Ordinance Form - 00452 (3)
- City of Houston Ownership Information Form - 00455 (5)
- POP1 - Pay or Play Acknowledgement Form - 00460 (1)

**A4. These are the only forms needed in addition to the Form 04 Statement of Qualifications and Form 05 Fee Proposal found in the RFP.**

**Q5.** Section 1.6 indicates contract NTP will be issued in December 2020, but Section 2.5 indicates Design begins January 2021. Does the City anticipate that the DB will be providing services in December?

**A5. It is anticipated at this time that Design-Build will be providing initial services in December.**

**Q6.** Please confirm if the anticipated timelines referenced by month/year within RFP Proposed Project Schedule are to be interpreted as the following further indicated durations and associated dates:

- DB Services Procurement ... 07/2020 - 12/2020 *(6 Months; 07/01/20 – 12/31/20)*
- Design Phase ..... 01/2021 - 11/2021 *(10 Months; 01/01/21 – 11/01/21)*
- Permitting ..... 11/2021 - 03/2022 *(4 Months; 11/01/21 – 03/01/22)*
- Construction Phase ..... 03/2022 - 05/2023 *(17 Months; 03/01/22 – 05/31/23)*
- Warranty Phase ..... 06/2023 - 05/2024 *(12 Months; 06/01/23 – 05/31/24)*

**A6. Confirmed.**

**Q7.** Please confirm if the City is to provide the Facilities Condition Assessment Report during the Pre-Design Phase as referenced per Design-Build Agreement Items 5.3.1 and 5.3.2 and that the Design-Build Contractor is required to inspect the existing building, review the items referenced within the report, evaluate the proposed items within the report, provide estimates for each item and make scope of work recommendations taking the available funding into consideration.

**A7. Confirmed.**

**Q8.** Please confirm that the Construction Contract Administration Fee referenced per Design-Build Agreement Item 12.7.3, even though to be performed during Construction Phase, is not to be included within the Construction Phase Fee and is to otherwise be included as part of Basic Pre-Construction Phase Services Fee per Item 12.4, Sub-Item .5 and later negotiated with apparent successful Proposer as noted per RFP Document No. 5 – Fee Proposal Form

**A8. Confirmed.**

**Q9.** Exhibit C – Document 00700 – General Conditions, Article 13 – Miscellaneous Provisions, Part 13.6 – Tests and Inspections, Item 13.6.2 states City will employ and pay for services of an independent testing laboratory to perform inspections or acceptance tests required by the Contract Documents except; 1) inspections or tests covered by Section 13.6.3; 2) those otherwise specifically provided in the Contract Documents; or 3)

costs incurred in connection with tests or inspections conducted pursuant to Section 12.2.2

Exhibit D – General Requirements, Schedule 01454 – Testing Lab Services, Part 1.03 – Selection and Payment, Paragraph A states the City will select, employ, and pay for services of an independent testing laboratory to perform inspection and testing identified in Part 3 (Execution) of individual specification sections. Paragraph B states Contractor shall employ and pay for services of an independent testing laboratory to perform inspection and testing identified in Part 2 (Products) of individual specification sections.

Design-Build Agreement Article 9 – City’s Responsibilities, Item 9.2 states the City, at City’s cost, will secure the services of existing facility surveys and laboratory testing and following Item 9.3 states City shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests, as required by the Construction Documents.

However, Design-Build Agreement Article 12 – Payments, Part 12.8 – Cost of the Work, Item 12.8.6.4 appears to conversely include the Fees of testing laboratories for tests required by the Contract Documents and the terms and conditions of Document 0700 – General Conditions, except for those related to defective or non-conforming Work for which reimbursement is excluded.

Please confirm if it the City to secure and pay for the services of testing laboratory to perform materials, structural, mechanical, chemical, and other laboratory tests, as required by the Construction Documents with the exception of; 1 ) tests related to defective or non-conforming Work and 2) testing required in connection with materials, mix designs, or equipment submitted for approval prior to Construction Manager’s purchase thereof for incorporation into the Work.

**A9. Confirmed**

**Q10.** Please confirm that Direct Salary Expense is to only include the direct salary rates of Design-Build Contractor’s and Project Architect’s employees and consultants directly engaged on the Project, plus the portion of the costs of their mandatory and customary contributions and benefits related thereto, such as, employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and/or benefits as defined per Design-Build Agreement Item 3.20 and that; 1) such Supervisory and Administrative Personnel shall be stationed at the Project site per Item 12.8.2.2; 2) such Supervisory and Administrative Personnel shall not be stationed at Design-Build Contractor’s principal office or offices other than the Project site office per Items 12.9.1.1 and 12.9.1.2, except with City’s written agreement per Item 12.8.2.2; and 3) all profit, profit expectations and costs associated with profit sharing plans, such as personal bonuses, incentives, and rewards, company stock options and other like expenses are to be excluded per Item 12.9.1.14.

**A10. Confirmed**

**Q11.** Design-Build Agreement Item 10.1.1 states that the dollar amount set out within the GMP for the Design-Build Contractor’s Contingency is to include (but is not limited to) costs that Design-Build Contractor incurs as a result of: a) its Subcontractors’ failure to perform or insolvency; b) fines or penalties imposed by any governmental body for its negligent acts; c) it or its Subcontractors’ failure to coordinate their work with the of the City or its contractors after agreeing to a schedule; and d) it or its Subcontractors’ acts of

negligence for costs related to defective, rejected, or non-conforming Work, materials, or equipment.

In contrast, Item 12.9.1.6 states costs due in whole or in part to the fault or negligence of Design-Build Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs of the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property shall not be included in the Cost of the Work.

Item 12.9.1.16 also conversely states costs incurred by Design-Build Contractor resulting from the failure of Design-Build Contractor or its Subcontractors to coordinate their work with that of City and its contractors, if any, after agreeing to schedules therefore shall not be included in the Cost of the Work.

Item 12.9.1.18 also conversely states any costs arising out of the intentional acts or negligence of Design-Build Contractor, its Subcontractors, or any person or entity for whom they may be liable, including, without limitation, costs related to defective, rejected, or nonconforming Work within the Contract Time shall not be included in the Cost of the Work.

Item 12.9.1.19 also conversely states costs including, but not limited to, the failure to perform of any Subcontractor or the bankruptcy or insolvency of any Subcontractor shall not be included in the Cost of the Work.

Please confirm if any such costs incurred as referenced within Items 12.9.1.6, 12.9.1.16, 12.9.1.18 & 12.9.1.19 relative to Subcontractors may be reimbursable from the Design-Build Contractor's Contingency per Item 10.1.1 or if the cost for provision of Subcontract Default Insurance or Subcontract Payment & Performance Bonds may be included as part of the Cost of the Work per Item 12.8.6.1.

**A11. Confirmed**

**Q12.** Please confirm if the premium cost for the provision of Professional Liability, Errors and Omissions Insurance by the Design Professionals covering both the Pre-Construction Phase Services and Construction Phase Services throughout the course of the Work and for a minimum of (2) years following the Date of Substantial Completion with minimum policy limits of \$1,000,000 in the aggregate and \$1,000,000 per claim or such higher limits as may otherwise be required in the Contract Documents is to be provided at no expense to the City as indicated per Design-Build Agreement Item 13.2 and therefore not be included within either the Construction Phase Services Fee, Basic Pre-Construction Phase Services Fee or Cost of the Work.

**A12. Confirmed**

**Q13.** Design-Build Agreement Item 12.9.1.11 states the cost of any and all insurance deductibles payable by Design-Build Contractor shall not be included in the Cost of the Work. In contrast, Exhibit C – Document 00700 – General Conditions, Item 11.2.5 states all Construction Manager insurance claim deductibles are a Cost of the Work to the extent such deductibles are paid by Construction Manager.

Please confirm whether or not insurance deductibles payable by Design-Build Contractor shall be included in the Cost of the Work.

**A13. Not included.**

**Q14.** Exhibit C – Document 00700 - General Conditions of the Contract Item 9.2.1 states upon receipt of the final (reviewed/approved) application for payment the City shall make payment to the Construction Manager not later than (30) days from receipt. In contrast, Item 9.5.1 states the City will make payment, in an amount certified by City Engineer, within (20) days after City Engineer has issued a Certificate of Payment.

Please confirm whether Item 9.2.1 or 9.5.1 will be applicable to duration of time for City to make payment on progress payments that have been reviewed, approved and provided with adequate supporting documentation as outlined within Article 9.2 – Certificates For Payment.

**A14. City is 'net 30' for payments.**

**Q15.** Exhibit C – Document 00700 - General Conditions of the Contract Item 9.6.11 states that City may increase payment to Construction Manager up to 96% of the GMP after the Date of Substantial Completion, less the value of any items to be completed and any accrued liquidated damages which would appear to result in a 1% retainage reduction. Item 9.8.7 states that upon City Engineer's issuance of a Certificate of Final Completion, Construction Manager may request an increase in payment up to 99% of the GMP, less any accrued liquidated damages which would appear to result in a further 3% retainage reduction. Item 9.8.9 states the City will make final payment to Construction Manager within (30) days after the issuance of the Certificate of Final Completion by the City Engineer and acceptance of the Work by City Council, subject to limitations, if any, as stated in the Contract Documents which would appear to result in payment of remaining 1% retainage.

Please confirm if the above assessment regarding the terms for payment of retainage is the maximum amount of retainage reductions that may be allowed.

**A15. Confirmed.**

**Q16.** Design-Build Agreement Item 12.9.1.11 indicates the cost of any and all insurance deductibles payable by Design-Build Contractor are not to be included in the Cost of the Work. In contrast, Exhibit C – Document 00700 - General Conditions of the Contract Item 11.2.5 states all Construction Manager insurance claim deductibles are a Cost of the Work to the extent such deductibles are paid by Construction Manager.

Please confirm whether or not the payment of any insurance deductibles are to be reimbursable as a Cost of the Work.

**A16. No**

**Q17.** Design-Build Agreement Item 12.8.5 indicates the costs of Temporary Facilities are to be included within the Cost of the Work and that the associated cost for hand and small tools in particular shall not exceed 3% of the direct payroll costs for employees of the Design-Build Contractor. Item 12.10 indicates the procedures for Applications for Payment regarding the Cost of the Work shall be determined by Article 9 of the General Conditions.

Exhibit C – Document 00700 - General Conditions of the Contract, Article 9 - Payments and Completion indicates payments for the Cost of the Work shall be based upon an associated Schedule of Values line items within the Applications For Payment (Item 9.1.1 & 9.1.7), must be supported by substantiating data and detail (9.1.5 & 9.1.17) and are to

be billed based upon a corresponding percentage of completion basis (9.1.8). In contrast, Exhibit D – General Requirements, Schedule 01502 – Mobilization (COH 2020 Standard Spec) , Part 1.02 – Measurement and Payment, Paragraph C, Sub-Paragraph 1 states authorization for payment of 50% of that portion of Contract Price designated for mobilization, i.e. mobilization of construction equipment and facilities onto the site, will be made upon receipt and approval by Project Manager of the further outlined project deliverables and Sub-Paragraph 2 further states that authorization for payment of the balance of that portion of Contract Price designated for mobilization will be made upon completion of the Work amounting to 5% of Original Contract Price. Exhibit D – General Requirements, Schedule 01504 – Temporary Facilities and Controls (COH 2020 Standard Spec), Part 1.02 – Measurement and Payment, Paragraph A – Unit Prices, Sub-Paragraph 1 further states that no separate payment will be made for any temporary facilities and controls required under this section (i.e. utilities, telephone, sanitary facilities, storage sheds, safety requirement, first aid equipment, fire protection, security, protection of Work and property, access roads, parking, environmental, pollution and erosion controls, pest and rodent control, dust control, trash and debris disposal and excavated material disposal as summarized per Part 1.01, Paragraph A) and to include cost of such work in contract price listed for mobilization.

Please confirm if the cost for payment of temporary facilities and controls as defined per Exhibit D – General Requirements, Schedule 01504 – Temporary Facilities and Controls (COH 2020 Standard Spec), Part 1.01, Paragraph A are to be limited to 5% of the designated Original Contract Price with the authorization for payment of the initial 50% for same only being made after receipt and approval of initial required construction deliverables and the remaining balance of same being made upon completion of the Work as further referenced within Schedule 01502 – Mobilization (COH 2020 Standard Spec). Also please confirm if payment of the cost for hand and small tools will not be allowed to exceed 3% of the direct payroll costs for employees of the Design-Build Contractor as referenced per Design-Build Agreement Item 12.8.5.

**A17. Follow the Design-Build Agreement.**

**Q18.** Please confirm if Design-Build Contractor will be required to provide a temporary field office for exclusive use by the City representatives along with all weather parking/walkway surfaces, stairs, covered entrance platform, burglar bars, (3) telephone service lines, 5-drawer desk, swivel desk chairs, plan table, drawing plan rack, 4-drawer file cabinet, marker board/markers/cleaner, waste baskets, tack board, fire extinguisher, hard hats, conference table/chairs, all-in-one printer/copier/fax machine, telephone set, janitorial services and soap/paper towel/toilet paper/cleanser supplies per Exhibit D – General Requirements, Schedule 01520 – Temporary Field Office (COH 2020 Standard Spec). If required, also please confirm if provision of temporary field office is to be considered as part of temporary facilities per Exhibit D – General Requirements, Schedule 01504 – Temporary Facilities and Controls (COH 2020 Standard Spec) as well as part of mobilization cost per Exhibit D – General Requirements, Schedule 01502 – Mobilization (COH 2020 Standard Spec).

**A18. No temporary field office for exclusive use by the City Representative is required for this project.**

**Q19.** Please confirm if the implementation of drug testing procedures for the project in compliance with Exhibit F – Non-MWBE Submittal Documents, Document 00601 – Drug Policy Compliance Agreement will be reimbursable as a Cost of the Work.

**A19. Confirmed.**

**Q20.** RFP Section 2 – Scope of Services, Item 2.1 – Project Description states that new building envelope components will be required. Please advise to what extent the new building envelope requirements may be and if they may require only partial selective demolition/removal of portions of the existing building exterior façade and roof or total demolition/removal of the existing building exterior façade and roof.

**A20. Building Envelope components that are expected will need to be replaced would include a total demolition/removal of the existing roof and glazing.**

**Q21.** During the Pre-Submittal Meeting it was clarified that the \$24,000,000 Estimate Project Budget referenced within the RFP includes design, construction and FF&E. Please confirm to what extent the Design-Build Contractor may be required to design, furnish and/or install FF&E.

**A21. It is expected Design-Build Contractor will provide the turn key solution to FF&E. This would include all design, procurement and installation.**

**Q22.** RFP Section 2 – Scope of Services, Item 2.1 – Project Description states there will also be an addition of a parking deck to accommodate parking needs for up to 600 personnel. Please advise if the intent is to provide a parking deck to accommodate 600 parking spaces and, if so, are the 600 parking spaces allowed to include ground level parking within footprint of an associated deck.

**A22. Ground level parking within footprint of associated deck can be included in space count.**

**Q23.** Please confirm if the City will be providing and paying for the provision of any independent Commissioning Agent Services or HVAC Testing & Balancing Agency Services.

**A23. Cx agent will be expected to be included as part of the Design proposal. HVAC Testing and Balancing is expected to be included in Construction portion**

**Q24.** Has the City identified space planning needs or program requirements for the uniform police services division within the renovated building? If so, is there a document you can share so we can see the intended space utilization.

**A24. No space planning for program requirements have been performed. This service will need to be done by the Design-Build team.**

**Q25.** Please provide the location for the parking garage for this project.

**A25. The parking garage will be located where the single story space currently is at.**

**Q26.** What LEED Certification Level is required for this project?

**A26. The minimum requirement for this job is LEED certified.**

Q27. Section 4 response is currently limited to 2 page response. Can this response be increased to 5 pages to provide adequate response?

A27. **No, the response is strictly limited to 2 pages.**

Q28. Does the City have confirmed location for the parking deck, or several locations being considered? Can these locations be shared or confirmed?

A28. **Parking deck is expected to be located where the single story space is currently at.**

Q29. Has demolition been completed on the interior of the building?

A29. **Most of the interior demolition has been previously completed.**

Q30. Will the single story space to the east of the 3 story building demoed as part of this scope?

A31. **The single story space will be demolished prior to this project starting and therefore is not part of this scope.**

Q31. Is Geotech to be included under the design build contractors' scope of services?

A31. **Yes**

Q32. Will FF&E be part of the design build contractors' scope of work?

A32. **Yes**

Q33. Has a structural assessment been completed on the existing structure?

A33. **Yes.**

Q34. Are plans of site and/or building available in any form?

A34. **No.**

Q35. Is site fully defined or is there some flexibility?

A35. **Site is not fully defined.**

Q36. Can you confirm number of cars in garage?

A36. **Final number has not been confirmed, anticipate 600 spaces.**

Q37. Are we designing to LEED standards with certification? Is there a target level?

A37. **The minimum requirement for this job is LEED certified.**

END OF ADDENDUM NO. 1

JL

OK from CRC

(CRC:)  
Richard Vella  
Assistant Director, REDC  
General Services Department

08/10/2020

DATE