Document 00910

ADDENDUM NO. 7

Date of Addendum: 05/22/2020

PROJECT NAME: New Montrose Library

PROJECT NO: E-000238

SUBMITTAL DATE: **May 28, 2020**

FROM: City of Houston, General Services Department
900 Bagby, 2nd Floor
Houston, Texas 77002
Attn: Hector Moreno, Sr. Staff Analyst, PM

TO: Prospective Proposers

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

CHANGE TO RFP DOCUMENTS

1. Replace Section **1 - RFQ PROCESS** with the attached document
2. Replace Section **3 – EVALUATION PROCESS AND CRITERIA** with the attached document
3. Respondent's Questions and Answers – document attached

END OF ADDENDUM NO. 7

(CRC:) 05/22/2020

Richard Vella DATE
Assistant Director, REDC - General Services Department

REQUEST FOR QUALIFICATIONS FOR DESIGN-BUILD SERVICES
Project Name: New Montrose Library
Project Number: E-000238-0001-4

1 – RFQ PROCESS

1.1 PURPOSE

The City of Houston (City), General Services Department (GSD), is requesting Statement of Qualifications (SOQ) for the selection of a Design-Build Team for this Project.

The City anticipates retaining Design-Build Services to provide the Scope of Services outlined in Document 2 of this RFQ. The Design-Build Team with significant experience in planning, design, and construction of projects with similar characteristics will be given prime consideration for this Project. Those firms or joint ventures that participate in this RFQ process will be referred to as "Respondent(s)". Respondent and its Sub-Consultants shall be referred to collectively as the "Design-Build Team".

1.2 SUBMITTAL INSTRUCTIONS

Respondents shall submit six hard copies and one electronic copy (flash-drive) of the SOQ Submittals (see Document 4), in a sealed box labeled with, the Respondent's name, name of the Project, and General Services Department. SOQ Submittals are due at the date, time, and location set out below. Late submittals will not be accepted.

Date: **Thursday, May 28, 2020**

Time: **Accepted until 10:30 AM**

Location: City Secretary, 900 Bagby, Room P101, Houston, TX 77002

1.3 PRE-SUBMITTAL MEETING TELECONFERENCE

A Pre-submittal Teleconference Meeting will be held at the date, time and on the access information provided below. Attendance on the teleconference meeting is not mandatory.

Questions pertaining to this project will not be accepted or addressed on the Pre-Submittal Teleconference Meeting, but will be accepted via e-mail as outlined in **Section 1.4 Questions** and issued as an addendum.

Reference documents used on the Pre-submittal Teleconference Meeting will be posted on:
https://www.houstontx.gov/generalservices/advertisements.html

Questions addressing the function of the teleconference meeting will be answered, as they may be impactful to the teleconference meeting.

Date:	**Tuesday, April 14, 2020**
Time:	**10:30 A.M. CST**
Location:	**+1 936-755-1521 United States** **Conference ID: 485-248 757#**

1.4 QUESTIONS

Please email questions concerning this RFQ to:

Richard A. Vella
Assistant Director of Real Estate, Design & Construction
General Services Department
Email: Richard.Vella@houstontx.gov

c/o
Hector Moreno
Project Manager
Email: Hector.Moreno@houstontx.gov

All questions must be submitted before **12:00 p.m.** on **Friday, May 15, 2020**.

1.5 ADDENDA

All modifications or clarifications of this RFQ will be issued in writing as an Addendum. Addenda will be posted at www.houstontx.gov/generalservices/Advertisements.

Respondents may only rely on information set out in this RFQ, as modified by Addenda. By submitting an SOQ, Respondents will be deemed to have received all Addenda.

No Addendum will be issued later than **Tuesday, May 26, 2020**, except Addenda with minor clarifications, withdrawing the RFQ, or postponing the Submittal Date.

1.6 ESTIMATED RFQ TIMELINE

Pre-Submittal Meeting:	10:30 a.m., Tuesday, April 14, 2020
Questions Deadline:	12:00 p.m., Friday, May 15, 2020
Addenda Deadline:	Tuesday, May 26, 2020
Submittal Date:	**10:30 a.m., Thursday, May 28, 2020**
Anticipated Selection Date:	July 2020
Anticipated Award Date:	August 2020
Contract Notice to Proceed:	September 2020

REQUEST FOR PROPOSALS
FOR DESIGN-BUILD SERVICES
Project Name: New Montrose Library
Project Number: E-000238-0001-4

3 – EVALUATION PROCESS AND CRITERIA

3.1 EVALUATION CRITERIA

Proposers will be ranked by an Evaluation Committee based on the following criteria and points:

0. SOQ and Proposal completed in accordance with instructions. (**5** Points Maximum)

1. Respondent's Experience and Project Approach (**20** Points Maximum) – Reference Document 4 – SOQ, Section 1.1 – 1.2 and 5.1 – 5.2

2. Proposed Design Team Key Personnel's and Consultant's Experience (**25** Points Maximum) – Reference Document 4 – SOQ, Sections 2.1 – 2.5 and 4.1 – 4.4

3. Proposed Construction Team Key Personnel's Experience (**30** Points Maximum) – Reference Document 4 – SOQ, Sections 3.1

4. Safety (**5** Points Maximum) - Reference Document 4 – SOQ, Section 6.1. Requires proof of current Workers Compensation Modifier Rating from the National Council on Compensation Insurance.

5. Hire Houston First (**5** Points Maximum). Document 4 - SOQ, requires Proposers to confirm if firm is a "City Business Enterprise" or a "Local Business Enterprise" as designated by the City of Houston, as defined in the Code of Ordinances Section 15-176. Proposers designated a "City Business Enterprise" will receive **5** points. Proposers designated as a "Local Business Enterprise" will receive **3** points.

6. Fee Proposal (**15** Point Maximum) - Reference Document **6** – Proposal

New Montrose Library - Responses to Questions - Addendum No. 7

Question #	*QUESTION*	RESPONSE
1	***[blank]***	***[blank]***
2	*Copy of the plan holders/bidders list*	A respondents list will be published on the GSD website after the submittals have been received.
3	*In the design fees, line 6 pertains to management during the construction process. Is that fee included in the 24% m/wbe requirement?*	The design fees are included in Pre-construction Phase Services. Construction Administration Phase fees are included in the design fees.
4	*Per the Professional Services Procurement Act, Subchapter A, Chapter 2254, Government Code, Texas Architects are prohibited from submitting fees or fee schedules when submitting for public work. The RFQ in 3.1 and in referencing Document 6 places a 15% value of the selection criteria on a fee proposal. We would like to confirm that the design fees will be negotiated as pre-construction fees after the project is awarded.* *However, a standard scope of architectural and engineering services would also include fees for the contract administration during the construction phase. We want to ensure that it is understood these fees can only be included and proposed after the contract award alongside the design phase / preconstruction fee discussion.*	*We would like to confirm that the design fees will be negotiated as pre-construction fees after the project is awarded.* YES (Confirmed) *We want to ensure that it is understood these fees [contract administration] can only be included and proposed after the contract award alongside the design phase / preconstruction fee discussion.* *YES (Confirmed)*
5	*Please advise on providing the SOQ in Word as per the request below.*	YES

	1. Document-4 states that Total pages are limited by the SOQ form and additional pages set out in SOQ instructions. Other pages shall not be included. The SOQ instructions make no reference to a cover letter or table of contents. Are either of these items desired?	Cover Letter and Table of Contents are not required.
6	*We are interested in receiving a copy of the RFQ, as well as pre-bid participants*	Pre-Proposal participants will be published on the GSD website
7	*1. Standard City of Houston Design-Build Agreement provided with RFQ contains reference to an associated Exhibit C – General Conditions of the Contract per Item 2.14 that provides further reference to Document 00700 – General Conditions of the Contract which are not provided with the RFQ.*	Exhibit C - Document 00700 will be included on GSD website
8	*The Design-Build Agreement also contains several other references that require compliance with the terms of these general conditions.*	Exhibit C - Document 00700 will be included on GSD website
9	*Design-Build Agreement Item 3.24 – General Conditions indicates the General Conditions of the Contract may include terms and conditions that may potentially be considered in conflict with those contained within the Agreement and should therefore be read together and an interpretation be made by the City Engineer to reconcile any such potential conflicts.*	Exhibit C - Document 00700 will be included on GSD website
10	*Design-Build Agreement Item 12.7.2 indicates the Construction Phase Fee shall be compensation in full to Design-Build Contractor for all overhead and profit, and all costs not otherwise recoverable.*	YES
11	*Please furnish a copy of the general conditions required by Exhibit C or advise where they can be accessed for review in relation to the balance of RFQ documents.*	Exhibit C - Document 00700 will be included on GSD website
12	*2. Standard City of Houston Design-Build Agreement provided with RFQ contains reference to associated Exhibit D – General Requirements and Exhibit E – Other Documents per Item **2.14.***	YES

13	*Please furnish a copy of Exhibits D & E or advise where they can be accessed for review in relation to the balance of RFQ documents*	Exhibit D and Exhibit E will be included on GSD website
14	*3. Design-Build Agreement Item 6.1 indicates if the total amount of the Design-Build Contractor's GMP Proposal exceeds the CCL, for any stage of the Project, then the Design-Build Contractor shall redesign the Project, or that stage of the Project in which the GMP Proposal exceeded the CCL, at no additional charge to City so that the GMP Proposal will not exceed the CCL.*	YES
15	*Please confirm that if the Preliminary Construction Cost Estimate substantiates that the initial established CCL is insufficient that the Design/Build Contractor shall not be responsible for the initial established CCL.*	The CCL is fully defined in Article 3.9 [Definitions]
16	*4. Design-Build Agreement Item 12.4 indicates the Construction Contract Administration Services Fee is to be included as part of Pre-Construction Phase Services Fee.*	12.4.1.5 Indicates the "Construction Administration Phase" fee, not the "Construction Contract Administration Services Fee"
17	*Design-Build Agreement Item 12.7.3 conversely indicates the Construction Contract Administration Services Fee is to be included within the Cost of the Work.*	"Construction Contract Administration Fee" is to be included within the Cost of the Work. Reference Article 3.7 Definitions
18	*Please confirm if the Construction Contract Administration Services Fee is not to be included as part of the Pre-Construction Phase Services Fee.*	The design fees are included in Pre-construction Phase Services. "Construction Administration Phase" fees are included in the design fees
19	*5. Design-Build Agreement Items 3.20 & 12.8.2.1 provide definition for direct salary rates of the Design-Build Contractor's and Project Architect's supervisory and administrative employees and consultants directly engaged on the Project.*	YES
20	*Please confirm whether these direct salary rates are to be actual salary rates.*	Confirmed
21	*6. Design-Build Agreement Item 12.8.6.1 indicates the cost of premiums for insurance to the extent such premiums cover insurance directly attributable to the Agreement and the Work are to be included within the Cost of the Work.*	YES

22	*Design-Build Agreement Item 13.2 conversely indicates the premium for required provision of professional liability errors and omissions insurance covering Pre-Construction Phase Services and Construction Phase Services to be purchased and maintained by its Design Professionals is to be at no expense to the City.*	Yes - Confirmed
23	*Please confirm the cost of insurance premiums for the required provision professional liability errors and omissions insurance is to be reimbursable as a component of the Cost of the Work.*	No - Reference Article 13.2 - Bonds and Insurance
24	*7. Design-Build Agreement Item 13.4 indicates the Design-Build Contractor shall not request payment, and City shall not be required to pay for Design-Build Contractor's Builder's All Risk Insurance.*	Design-Build Contractor shall not request payment, and City shall not be required to pay for Design-Build Contractor's additional general liability insurance, builder's all risk insurance or any other form of insurance coverage **that is in excess of the required coverage amounts specified in this Agreement and in Article 11 of the General Conditions**, and City shall be entitled to repayment of any amounts paid in excess of what City is required to pay. The additional costs for coverages in addition to those coverages specifically required by this Agreement shall be the sole responsibility of Design-Build Contractor.
25	*Please confirm if the City will provide Builder's All Risk Insurance and that the Design-Build Contractor will not be required to do so.*	Design-Build Constractor to provide
26	*8. Design-Build Agreement Item 9.2 indicates the City, at City's cost, will secure the services of laboratory testing.*	YES
27	*Design-Build Agreement Item 9.3 indicates the City shall arrange and pay for materials, structural, mechanical, and other laboratory tests as required by the construction documents.*	YES - Confirmed

28	*Design-Build Agreement Item 12.8.6.4 indicates fees of testing laboratories for tests required by the contract documents and the terms and conditions of Document 00700 – General Conditions are to be included within the Cost of the Work.*	As noted in 9.3, the fees of testing laboratories as required by the contract documents will be arranged and paid for by the City
29	*Please confirm if the City is to provide and pay for testing laboratory services.*	YES - Confirmed
30	*9. Design-Build Agreement Item 6.13 indicates Design-Build Contractor shall pay all sales, consumer, use, and other taxes required to be paid by Design-Build Contractor in accordance with applicable laws.*	YES
31	*Design-Build Agreement Item 12.8.6.2 indicates sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Build Contractor is liable are to be included within the Cost of the Work and further indicates notwithstanding, City is a home-rule municipal corporation and Design-Build Contractor shall avail itself of all exemptions which may exist for such taxes based on City's status.*	YES
32	*Design-Build Agreement Item 12.9.1.10 indicates any sales or use taxes paid by Design-Build Contractor shall not be included within the Cost of the Work.*	Reference Article 6.13 and Article 12.8.6.2 of the Design-Build Agreement example
33	*Please confirm if materials and equipment to be permanently incorporated into the Work are to be exempt from sales and use taxes.*	Reference Article 6.13 and Article 12.8.6.2 of the Design-Build Agreement example
34	*10. Design-Build Agreement Item 8.3 references the requirement for liquidated damages but does not indicate the associated amount.*	Reference Exhibit C Article 9.12
35	*Please confirm the required liquidated damages amount.*	Reference Exhibit C Article 9.12
36	*1. Is the RFQ Questionnaire available in an editable format? If so, where can we access it?*	Will be included on GSD website

37	*2. Regarding the 3 forms (Campaign Finance Ordinance, Affidavit of Ownership, and Pay or Play) required in Item 7.1, are they to be completed by the all firms on the Design-Build Team (contractor, architect, and engineers)? Or just the Prime Contractor?*	Only needs to be completed by Prime Contractor and/or Joint Venture, if applicable
38	*3. Will the attachments referenced in the supplied Design-Build Agreement be made available? Specifically, Exh C General Conditions, Exh D General Requirements, and Exh E Other Documents. If so where can we access them?*	Will be included on GSD website
39	*4. Will the list of Pre-Submittal Meeting Teleconference attendees be made available? If so, where can we find it?*	Will be included on GSD website
40	*•Regarding the 3 forms required in Item 7.1, are they to be completed by the all firms on the Design-Build Team (contractor, architect, and engineers)? Or just the Prime Contractor?* *•Is it possible to get the RFQ forms in an editable format?*	see Number 37 above - Yes they will be included on GSD website
41	*Where can we find following forms in an editable format?* *•4 - Statement of Qualifications* *•6 - Standard Fee Proposal Form*	Will be included on GSD website

42	*We are requesting the following documents referenced in the supplied Design-Build Agreement - so we can further determine what potential general conditions costs may be defined as not being reimbursable and may consequently need to be considered in the Construction Phase Fee:* *•Exhibit C – General Conditions of the Contract – (Document 00700 – General Conditions of the Contract per Agreement Article 2)* *•Exhibit D – General Requirements – (Division 1 Specification Sections per Agreement Article 2)* *•Exhibit E – Other Documents – (Division 0 Sections per Agreement Article 2)*	Will be included on GSD website
43	*1. How are the bids to be formulated?*	Reference 3 - Evaluation Process and Criteria
44	*2. How will funding be allocated? (Phases, Divisions of Scope, etc.?)*	Design-Build project funding will occur at award of contract
45	*3. Is the patio are included in this scope and budget?*	YES
46	*4. Are we allowed to propose additional services that we feel are pivotal to the project success, such as art, experiential marketing, etc.?*	Not in Evaluation Criteria - Reference 3.1 Evaluation Criteria
47	*5. Are we allowed to insert additional pages of specific consultant relevant work?*	Only as the instuctions allow. Carefully read the instructions.
48	*6. Is there any percentage of Union labor required?*	No
49	*7. Which HPL typology is this location following? (local, full-service, TechLink, etc.)*	The Library will be considered a neighborhood library
50	*8. How many teams are currently proposing on this project, or have shown an interest in submission?*	Pre-Proposal participants will be published on the GSD website

51	*9. Will the building shell structure, 2nd and 3rd floors, be prepared to accept the static load of books? Or, will that need to be accessed by a structural engineer and possibly have more steel added?*	The building core/shell will be designed to carry appropriate dead and live loads
52	*10. Will the procurement of furniture be done through the Strategic Purchasing Department (SPD)? Is the requirement to have three competitive bids based on performance specifications, or could we use perspective specifications and allow two vendors to bid on it? Please provide more information on the furniture bidding and award process*	Furniture will be procured though the D/B contract. The same bidding requirements apply. Generally a performance specification is used.
53	*11. For the overall RFQ, is the lowest bid automatically short-listed, or is it based on "Best Value?"*	Best Value
54	*12. Please expound on the portion of the contract called "Warranty Phase" between 05/22 - 04/23 and "one year warranty walk through" and what that entails. Which consultants or key respondents would be required during that phase?*	One year warranty walk through is conducted by the Design-Build team and owner representative one calendar year after Substantial Completion
55	*13. The RFQ is asking for "drawings using CAD," but later says "all phases shall include BIM/3D modeling." Would we be able to use Revit Mlm360 for ALL of our drawings?*	Yes
56	*14. Do all consultants need to use BIM? (structural, MEP, lighting, etc.)*	No
57	*15. A main requirement is the 24% for MBE/WBE. Our team is submitting their applications, as we do qualify. Is that acceptance in terms of showing the "intent to meet the goal?"*	Prime does not count towards goal
58	*16. Our team is assembled of a group of smaller businesses, who individually have decades of experience, project types, sizes, and budgets. Is there anything additional that we can provide to bolster why we are the best fit for this project? Given we have all worked many years at "big firms" and know exactly what strategic and know what strategic advantage we can provide.*	Respondent's experience should reflect the experience of the Respondent. Relevent experience of Key Personnel may be used if outside of the Respondent's experience.

59	*1. Will the submittal definitively be handed in, in person, or will we be able to submit electronically, in light of the social-distancing instructions?*	In person submission is required
60	*2. Does the age count include all of the addendums and additional required elements?*	Reference instructions on page 1 of 48 on Document 4 - Statement of Qualifications
61	*Is there a preliminary program for the new library. If yes, then can it be provided?*	All detail is given in **2 - SCOPE OF SERVICES**
62	*SOQ EVALUATION: Question: Are consultants evaluated as part of criteria 1 (proposer's experience) or criteria 2 (key personnel's experience)?* *Section 4 (Consultants) of Document 4 (SOQ form) requests information about the consulting firms and not about the key personnel within the consulting firms.*	The consultants are evaluated by Firm
63	*SOQ EVALUATION: Question: Will the selected Team be based on a combined score of SOQ plus the interview/presentation or will the selected team be based on the presentation score only? If based on the combined score, are the SOQ and presentation equally weighted?*	There is one grading criteria for both the SOQ and interview. The interview process will inform scoring for the SOQ.
64	*SOQ EVALUATION: Question: What are the points and scoring criteria for the interview/presentation?*	There is one grading criteria for both the SOQ and interview. The interview process will inform scoring for the SOQ.
65	*SOQ FORMAT : Question: Per page 1 of Document 4 – the Statement of Qualifications, SOQ's are to be bound with clearly marked tabs that correspond to the sections of this SOQ. Can you clarify what are the sections of the SOQ that GSD wants tabbed?* *-Document 4 (Statement of Qualifications) is a form and the sections and section titles are not clearly identified in the SOQ document. The SOQ numbers do jump from 0. (which includes 0.1 and 0.2) to 1. to 2., etc. Are those the sections? Is there a specific title desired on the tabs for each section? The Fee Proposal is Document 6 of the RFQ and not part SOQ-Document-4. Should the SOQ include a tab for the fee proposal and how do you want that tab labeled?*	Sections are 0 through 7

66	*SOQ ELIGIBILITY: Question: Are firms/companies that were involved in the design and are involved in the construction of the library core and shell eligible to participate in the RFQ?* *Teams with members involved in the design and construction of the core and shell may have an unfair advantage over other teams pursuing this project. Yet those team members also may have equal right to pursue the project. Is there anything being done relating to this issue to create equal opportunity for all?*	Yes, all qualified firms are eligible to submit an SOQ.
67	*I noticed multiple inconsistencies in Section - 3.1 Evaluation Criteria. Various criterion titles and the sections referenced with each criterion do not align with Document 4 of this specific Design-Build RFQ. I have included a couple of examples below, but someone at GSD might want to go through each line in this section (3.1) and make sure everything aligns the way GSD wants it to align. Also, let me know if you prefer for me to officially submit this item as an RFQ question and I would be happy to do so.* *Example 1: Criterion-1. Proposer's Experience is associated with Doc-4 Section 1.1, but for this RFQ sections 1.1 and 1.2 both include Proper's Experience.* *Example 2: Criterion-5. Hire Houston First is associated with Doc-4 Section 5.1, but for this RFQ section 5.1 is for the project approach and not Hire Houston First.* *Example 3: Criterion-3. Is titled "Preconstruction Approach" but should maybe say "Approach" since there is a Project (5.1) and Preconstruction (5.2) Approach.*	Reissue 3.1 Evaluation Criteria
68	*1. In lieu of the current stay at home initiatives set forth by City of Houston leaders due to COVI9-19, are we still required to print and deliver our response?*	In person submission is required

69	*2. Furthermore, will you be extending the deadline further because of the current stay at home initiatives set forth by City of Houston leaders?*	Yes
70	*3. Do our Structural and MEP consultants need to address the forms included in 7.1 Required Forms (City of Houston Campaign Finance Ordinance, City of Houston Affidavit of Ownership or Control, and POP1 – Pay or Play Acknowledgement)?*	Only needs to be completed by Prime Contractor and/or Joint Venture, if applicable
71	*4. Do we need to provide an actual MWBE Compliance or HUB Plan as part of our submittal? Or is addressing the MEP and Structural approximate percentage of work on this project and whether or not they are MBE or WBE enough (4.1 Proposed Design Team Consultants)? If we do need to provide a MWBE Compliance or HUB Plan, where can we locate a template?*	No
72	*5. Following the Pre-bid meeting and reviewing the RFQ, we want to be clear on the fee percentage requested:*	See answers below
73	*a. Please confirm whether or not the fee proposed is for the Construction portion of the project only.*	Yes - Confirmed
74	*b. Please confirm whether or not the cost for the combined design team and contractor pre-construction will be negotiated at a later date.*	Yes - Confirmed
75	*c. Should the fee (6 Fee Proposal Form) include both the Contractors fee and the Design Teams' construction administration cost combined?*	No. Design Team's construction administration fee is included in the Design fees
76	*The RFQ says that USGBC LEED certification will not be pursued, but that green and sustainable principles will be followed.* *Does the City of Houston have its own green/sustainable guidebook for architects and designers that it hires ?*	No

End of questions for Addendum No. 7