



DATE: May 4, 2023

TO: All Prospective Bidders and Plan Holders

RE: Library Annex

City Project No. F-33

ADDENDUM NUMBER 1

The following shall be considered as incorporated into the Request for Proposals (RFP) for the above referenced project. Portions of RFP not specifically mentioned in this Addendum remain in force.

RFI Questions:

1. Does the City have a complete As-Builts available? The Scope of Work does indicate there are "existing record drawing plans", please advise on the information available – can they be shared at this time?

Response: As-builts are not available, this is a pretty old building.

2. On page 34 or 37 of the RFP, is what is shown foundation damage?

Response: Page 34 does show where foundation damage has occurred, but it is primarily broken stucco that you are seeing in the picture. A full investigation of the foundations is required in the RFP.

3. Is there a construction budget established for the project?

Response: The construction budget is \$5 million and the design budget is \$500,000.

4. What level of framing and seismic upgrades is the City looking for? Is the intent/need to fully rehabilitate the structure to current code, or looking for an assessment and voluntary upgrades?

Response: The level of seismic framing will be evaluated by the architect. We want the building to minimally meet all code requirements and be able to discuss additional upgrades that may be recommended per the structural and architectural evaluations.

5. It is a challenge to provide a fee proposal when the existing conditions haven't been fully assessed – the scope/fee could range greatly pending on the assessment findings. Would the City be open to soliciting the PS&E fees at a later time after the exact scope and extent of the work is confirmed? Or if there is an established budget, perhaps that can be shared so all teams can use that as the baseline to provide our fee submission. Please kindly advise.

Response: Per page 5 of the RFP, the bids will be evaluated based on Qualifications, staffing and organization, and work plans. Cost will not be a primary evaluation metric and will be evaluated to establish a budget within our grant guidelines.

6. Please clarify the meaning of this wording in Section A.2. on Page 4 “*demonstrated experience working with affected local agencies directly involved in this project; follow right-of-way acquisition requirements as per State & federal rules,*”

Response: Please provide any relevant information that demonstrates applicable experience.

7. Does the City know if the existing building needs a seismic retrofit as noted in the Scope of Work section A?

Response: Yes.

8. Typically, Hazardous Materials surveys are completed by the client directly as they are not often covered by an Architect's insurance. We are happy to coordinate the survey(s) but anticipate the City will contract directly with the Haz. Mats. team. Please clarify.

Response: City will contract directly with Hazardous Materials surveys.

9. Typically fire sprinklers are done on a Design-Build basis by the GC and his FS sub. We can provide a basis for design but please confirm that the FS will be a deferred / Design-Build submittal done by the GC.

Response: Yes, fire sprinklers will be a deferred design-build submittal.

10. Please define “repairs to exterior grounds” and the extent of the intended Scope of Work area.

Response: Exterior work immediately adjacent to the building necessary for completion of renovations.

11. Please clarify “emergency communications and security systems”. Typically, the design of the systems is done by the City or their direct vendor with “placement and POC's” by the A&E team. We can provide conduits and connection points and anticipate the City will provide the “design” of the system(s). Please clarify

Response: City to provide design of the systems and A&E team to provide placement and connections points and conduit layout.

12. It looks as if someone prepared Conceptual Plans and an analysis on the building. Is there a Program completed? Is the firm / person who did that work precluded from submitting on this RFP for this project?

Response: Renderings were prepared for grant purposes only.

13. Please consider adding this wording to the 3.5.6 Indemnification clause:
- In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault.*
 - The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section.*

Response: Specifics regarding standard contracts will be evaluated with the successful applicant.

14. Please consider deleting this wording to the 3.5.6 Indemnification clause:
- 5th line "alleged acts, omissions or"*

Response: Specifics regarding standard contracts will be evaluated with the successful applicant.

15. SECTION III – SCOPE OF WORK

D. SCOPE OF ENGINEERING SERVICES

All engineering work shall be performed under the direction of a Professional Engineer registered in the State of California.

We are a California licensed architecture firm based in Los Angeles. We will subcontract all structural and civil engineering to appropriately licensed Professional Engineers who will stamp their drawings. Please confirm that this is acceptable.

Response: Yes, that is acceptable.

16. SECTION III – SCOPE OF WORK

D. SCOPE OF ENGINEERING SERVICES

Topographical Survey - consultant will be required to perform a topographical survey to find existing elevations and provide final design elevations on final set of plans.

Please confirm if the project requires a land surveyor or as-built documentation services. Typically, we see these services contracted by the owner. However, we can subcontract these services as part of our scope.

1. SECTION III – SCOPE OF WORK

D. SCOPE OF ENGINEERING SERVICES

7. Construction Support Services

b) Provide construction survey and staking as required

c) Provide temporary markings depicting limits of construction prior to the pre-construction meeting.

Architects do not typically perform construction staking; this is usually within the scope of the general contractor. Please confirm that the City will accept a subconsultant surveyor on our team performing this work or if the City would contract this work independently.

Response: Subconsultant surveyor is acceptable.

17. SECTION IV – PROPOSED PROFESSIONAL SERVICES AGREEMENT

3.2.8.1 Period of Performance and Liquidated Damages. *Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance*

Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of [***INSERT WRITTEN DOLLAR AMOUNT***] Dollars (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) per day for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

Liquidated damages are not a typical part of professional services agreements and are more appropriate for construction type services. We would prefer to work with the City to develop an agreed upon project schedule that allows for flexibility and revision, as needed, due to changes in requirements or for circumstances beyond our control.

Response: Specifics regarding standard contracts will be evaluated with the successful applicant.

18. SECTION IV – PROPOSED PROFESSIONAL SERVICES AGREEMENT

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

While we always endeavor to meet the agreed-upon project schedule, there may be delays that are not within our reasonable control. We would prefer to add language clarifying that we would not be held liable or be deemed in breach of contract for delays that are caused by factors outside of our reasonable control.

Response: Specifics regarding standard contracts will be evaluated with the successful applicant.

The Consultant is hereby notified; Addendum No. 1 must be acknowledged as stipulated under section 2.2 Addenda/Clarifications and acknowledged as part of the Proposal. Failure to do so shall result in the City designating said bid as "Non-Responsive."

APPROVED:



Andrew Simmons, P.E.
City Engineer

05/04/22

Date

END OF ADDENDUM NUMBER 1

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. 1

Bidder:

Company Name

Date

Signature