



ADDENDUM #2
Public Works – Building Services
Architectural Design Services: Programming, Space Planning, Interior Design Services
RFP # 7100-20

June 10, 2020

The attached addendum supersedes the original Information and Specifications regarding RFP # 7100-20 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

Please note: Due to COVID-19, BIDS will only be accepted electronically by emailing purchasing@bouldercounty.org.

1. Question: Can the PowerPoint presented at today's pre-submittal meeting be made available to interested parties planning to submit proposals for the project?

ANSWER: No.

2. Question: Paragraph 9 of the sample contract indicates the consultant will indemnify the client. As a consultant that provides professional services, we could potentially not have insurance to cover this. Can this cause be changed to a "negligence based" indemnity provision?

ANSWER: The revision of indemnity provisions of Paragraph 9 could be negotiated in some manner similar to the proposed.

3. Question: Paragraph 11 of the sample contract indicates that an audit may be requested. If this were required, it would entail considerable time on the part of our accounting staff. Would this be done on a reimbursable basis?

ANSWER: Costs associated with audits are not typically reimbursable as such information and documentation is required by State and Federal law.

4. Question: Paragraph 36 of the sample contract shifts the ownership of any instruments of service to the owner. As these documents have considerable value, will there be any opportunity to address this in the proposed fee?

ANSWER: Any consideration for ownership of work product could potentially be negotiated in the proposed fee.

5. Question: Regarding item #9 in the Project Approach Section of the Proposal Content - Would Public Universities be considered in the selection team's mind to be Public Sector Agencies and therefore appropriate to include in the list of 3 clients for whom similar services were provided?

ANSWER: No.

6. Question: Regarding item #10 in the Project Approach Section of the Proposal Content - Is the fee to be provided using the "Fee Proposal Break Down" worksheet included in the RFP, and is it required to break down fees into "cost per square" foot given that many square footage totals are yet to be determined?

ANSWER: Cost per square foot only required for Phases I and II. Cost per square foot not required for Phase III – Workplace Design Guidelines.

7. Question: Is there an overall scoring criteria in place that can be shared with Interested applicants?

ANSWER: Page 29 of the RFP lists the Scoring Matrix for the Review Criteria.

8. Question: Does the sustainability questionnaire carry a specific weight in the overall scoring of the proposal?

ANSWER: The sustainability questionnaire is required to be submitted with your proposal; but it is optional for the evaluation criteria. Boulder County Building Services has not included it within our scoring matrix for this proposal.

9. Question: MEP Engineering – Please confirm that the requested scope of work for MEP engineering associated with these projects is limited to the tenant improvements and the major MEP equipment replacement described in the RFP, and that no upgrades are being requested for core MEP distribution shafts, risers, Mech/Elec/IDF rooms, Fire Alarm Control Panel, Main Security Panel,

Security Camera Network, etc. related to issues with existing infrastructure or code requirements.

ANSWER: Correct. The MEP Engineering is limited to Phase I – Tenant Improvement, Lafayette, CO. However, assume all MEP, Elec, IDF, Fire Alarm Control Panel and Security need to be upgraded to support the TI build out.

10. Question: Consulting Services – which professional services does Phase I - Tenant Project require:
IT/LowVoltage
Lighting Design
Signage/Wayfinding
Security (cameras, access etc)
Acoustical Engineer
Civil (ADA building access, parking lot reconfigurations if needed)
Landscape Architect (to meet City landscape requirements)

ANSWER:

The following will be required:

IT/LowVoltage

Lighting Design (Provide fee as an Add. Alternate)

Signage/Wayfinding (Provide fee as an Add. Alternate)

Security (cameras, access etc)

Acoustical Engineer (Provide fee as an Add. Alternate)

11. Question: Structural Engineering – limited to support of rooftop equipment, toilet partitions. Are there structural components of the project you are thinking of?

ANSWER: Structural Engineering may be required for Phase I for rooftop equipment, equipment pad, screen walls, skylight penetrations and generator equipment pad and enclosure on grade level.

12. Question: Rooftop Equipment – Please confirm if the updated rooftop equipment will require mechanical screen walls to meet local permitting requirements.

ANSWER: It is the proposer's responsibility to be sure design meets Authority Having Jurisdiction (AHJ).

13. Question: Generator Enclosure – Please confirm if the generator enclosure will require geotechnical engineering for the evaluation of the pavement design. Please confirm if this enclosure will require a landscape architect & irrigation or

if it is assumed that the adjacent landscape & irrigation will be replaced in kind. Please confirm if an existing survey is available for the area around the generator, or if a spot survey will need to be included in our proposal. Will subsurface utility evaluations SUE be required for placement of the generator?

ANSWER: Assume generator enclosure will require geotechnical engineering and pavement design. Existing soils report will be provided. Landscape and irrigation will be replaced in kind. Assume subsurface utility evaluations and spot surveys are required.

14. Question: Elevator Consulting – Please confirm that the elevator cabs, machine rooms, shafts, and fire service operation as currently installed are code & ADA compliant and that no elevator consulting or design services are required as part of this scope of services.

ANSWER: No elevator consulting or design services are required.

15. Question: Egress Stairs – Please confirm that all existing egress stairs are fully code and ADA compliant and that upgrades are not required within these stairs. This includes egress lighting, ADA handrails, ADA risers/treads, egress signage & illumination, etc. Also confirm that existing stairs provide a fully accessible egress path at the discharge level. This includes egress lighting, ADA ramps, ADA handrails, etc. If ADA ramps are required please confirm if Geotech evaluation for paving is required as well as landscape design and irrigation.

ANSWER: Egress stairs are code compliant. Horizontal post-tension strings at stairs will likely be replaced with vertical strings. ADA ramps are existing.

16. Question: Building Access – Please confirm that not less than 2/3 of the building entries provide a fully accessible path from ADA parking spaces to the entry doors and that scope associated with ramps, access doors, lighting, paving, ADA parking, ADA signage will not be a required scope for this project.

ANSWER: Building access is fully ADA accessible. ADA signage will be required for this project.

17. Question: There could be some great opportunities to improve efficiency of the entire building from a systems standpoint (architectural and mechanical). It is our recommendation to assess these systems to identify opportunities for long term energy efficiency or long-term cost savings. Is this something the owner would be interested in?

ANSWER: Yes.

18. Question: Is the owner planning on hiring an energy analyst, or should this person be with the design team?

ANSWER: An energy analyst would be part of the vendor’s design team.

19. Question: Is the owner going to hire a commissioning agent, or should that be Part of the design team?

ANSWER: Boulder County Building Services will retain all third-party verification consultation.

20. Question: Are there any specific wellness goals that the owner is hoping to achieve within these spaces?

ANSWER: There are no specific wellness goals for this project. A preliminary mission statement for this project is: “A welcoming, inclusive, collaborative, and uplifting experiential environment to meet the changing needs of our clients and staff.”

21. Question: For the workplace guidelines, are there specific criteria for sustainability and wellness that the design team should anticipate referencing?

ANSWER: No specific criteria for sustainability and wellness has been identified. See answer 20 for a preliminary mission statement for this project.

22. Question: CONTRACT related:

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) ~~in a good and workmanlike manner~~, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract. provided, however, that Contractor will not be liable for any delay caused by factors outside of its control.

DELETE: ‘good and workmanlike’ manner is a legal standard of performance for construction contractors. The professional standard of care for A/E services is set forth in item (c)

Contract. provided, however, that Contractor will not be liable for any delay caused by factors outside of its control.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

ADD: this added language is to allow for reasonable delays/force majeure since this is not covered in the contract.

subject to conditions contained in this Contract. ~~County will pay an amount not to exceed the Contract Amount to Contractor in accordance with the terms of this Contract.~~ **will invoice monthly in proportion to services performed and County shall pay all complete invoices within thirty (30) days of receipt.**

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor ~~must submit an invoice to the County by the fifteenth (15th) day of the month following completion of the Work.~~ All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County; County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. ~~County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph.~~ County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

DELETE and ADD: Contract should provide for monthly invoicing and a set payment period. What would the County be recouping related to invoicing? Please clarify the intent for including this statement.

~~County will invoice monthly in proportion to services performed and Contractor shall pay all complete invoices within thirty (30) days of receipt.~~

9. Indemnity: Contractor **will be liable for any damages to persons or property caused by or arising out of the negligent acts, errors, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract.** Contractor will indemnify and hold harmless County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract.

DELETE and ADD: If adjustments made as indicated are not done, an indemnification provision not tied to our negligence presents an insurance risk. It is not insurable.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, ~~as determined by the County in its sole discretion.~~ Upon County request, Contractor will promptly ~~refund any amounts prepaid by the County with respect to such non-compliant Work.~~

DELETE: Payment should only be denied if the work objectively fails to comply with the contractual obligations. Further, we should not be obligated to return fee earned absent an objective finding of fault.

~~Department and their designees to act on behalf of Contractor in connection with such use shall be at the County's sole risk and without liability to Contractor.~~

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

ADD: We should not have any liability for the use of our work product if we are not involved in such use.

ANSWER: The contractual language may be revised to reflect the appropriate standard of care under Colorado law.

A force majeure clause similar to the clause proposed may be negotiated.

A payment schedule can be negotiated and would likely be incorporated as a Contract Document.

The revision of the indemnity provisions of Paragraph 9 may be negotiated in some manner similar to the proposed.

Specific terms regarding remedies for non-performance may be negotiated.

The County is willing to consider additional language clarifying liability for use of work product by someone other than the Contractor.

23. Question: How will we receive existing conditions information – ACAD, Revit, or PDF files?

ANSWER: CAD available for Architectural. PDF's of MEP are available.

24. Question: Page 22, item 9 asks for three public sector agencies that you have provided services to in the past 20 years. Page 28, item fifth item – submit three references for similar projects within the last three years. Do you want three public sector agencies in the last 10 years AND three references in the last three years?

ANSWER: Page 28 of the RFP – delete three years and replace with ten years. The checklist refers back to this requirement.

25. Question: I couldn't make the non-mandatory preproposal meeting this week and I wanted to see if I could get the list of attendees on the call.

ANSWER: Boulder County will not be sharing the list of attendees.

26. Question: What is the budget per each phase, or total budget across all 3 phases?

ANSWER: Boulder County is not sharing budget numbers at this time.

27. Question: Item #4 under Proposal Content, are you referring to staff engagement as in Boulder County Staff, or staff engagement amongst the design team?

ANSWER: Boulder County is referring to staff engagement between the vendor's design team and county staff.

28. Question: For the T.I. portion of the project, how does the County plan to procure a General Contractor? Should the A/E team include a Cost Estimator as a subcontractor?

ANSWER: Boulder County plans to procure a GC through a formal bid process with a final GMP after 100% Construction Documents. The A/E team should include a Cost Estimator as a subcontractor.

29. Question: For the fee breakdown, do we have to use your provided form or use this as a template but placed on our letterhead?

ANSWER: You can use our fee template on your own letterhead.

30. Question: How do you want to see consultant fee's shown for the T.I. portion, as the programming/scope of services will become more refined once the project begins. Is a "not to exceed" cost appropriate, or something similar?

ANSWER: A not to exceed cost is appropriate. Boulder County would suggest adding a separate line item for MEP and Structural fees.

31. Question: Will cad files of the existing floor plans, ceiling plan, power and HVAC be available to us?

ANSWER: Refer to response to Question 23.

32. Question: If cad files aren't available , is our fee to include the creation of as-builts?

ANSWER: Refer to response to Question 23 and 31.

33. Question: LEED Certification for this project is outlined as an Optional Add service and on page 21 and page 10 Section 4 of the RFP , it references "*the project is to be designed to a LEED Gold standard...*". Please clarify whether LEED is to be part of the base project or as an add service?

ANSWER: The intent is to design to the LEED Gold standard (i.e. sufficient LEED credits to attain LEED Gold Certification). Actual LEED Certification is an optional add service.

34. Question: What is the scope of the Data Center / Server room ? Since this will impact our MEP fees can we find out roughly the size of the rooms and number of racks etc?

ANSWER: Standard practice at Boulder County is an 8' X 10' LAN room (data room) on each floor for a project of this size.

35. Question: Phase II includes only programming and space planning on page 22, is that the extent of the scope or are you asking for an additional service fee to complete Phase II through CA?

ANSWER: Phase II only includes space programming and space planning. Boulder County is not asking for an additional service fee to complete Phase II through CA.

36. Question: Do the 3 furniture vendors mentioned in the RFP have existing plans of their scope and if not, is a furniture inventory to be added to our proposal?

ANSWER: Furniture inventory is not required for any of the phases.

37. Question: The RFP describes furniture services as being part of our scope and on page 21 of the fee summary it indicates "N/A" in the furniture section. Please clarify how the furniture services fee is to be addressed.

ANSWER: Boulder County did not provide a schedule for furniture specification or interior design as furniture is typically selected as part of the Schematic Design and Design Development phases.

38. Question: Are MEP energy code upgrades part of the base scope or an alternate fee? Will an assessment of the existing mechanical & electrical system be available to our MEP consultants or is an assessment part of the MEP base scope?

ANSWER: Provide MEP, energy and commissioning services to meet current City of Lafayette building codes and consideration for LEED Gold Certification. The current systems in the building are not as energy efficient as our current building standards. Please provide an assessment of the current MEP systems to give the county cost-effective and appropriate systems to ensure energy conservation over the complete life-cycle of this building.

39. Question: General – It would be helpful to have you describe - from the Boulder County side – the anticipated organizational structure for this project – point of contact – decision making group(s). For example, Will Boulder County Building Services (BCBS) have one Point of Contact that liaisons with the Design Team for all 3 projects? Will each project then have a key stakeholder group as well as subject matter experts brought in as needed to advise or approve scope? Is there overlap between the BoCo representatives on each Project Team?

ANSWER: The Boulder County team will be the same for all three phases. Boulder County Building Services will be assembling the appropriate internal Boulder County stakeholders including Boulder County's Lead Architect, Public Works Deputy Director and Facilities Planner. The Building Services team will facilitate all programming meetings and provide organizational charts to help clarify our internal organizational structure.

40. Question: Schedule - Other than the fact all work must be complete by January 1, 2022, as listed on page 21, are the dates shown for Phase II and III also requirements, or suggestions?

ANSWER: The schedule for each phase is a suggestion and can be negotiated.

41. Question: Phase 1 - Has Boulder County identified a construction budget for Phase 1, including soft costs?

ANSWER: The county has created a not-to-exceed limit for this project. The review committee will thoroughly vet all aspects of the proposed budget to ensure it can deliver costs are reasonably aligned with the scope of work to be performed.

42. Phase 1 – How many Boulder County key personnel will be provided the program questionnaire?

ANSWER: The programming questionnaire for Phase I will be distributed to approximately 10 department managers to administer.

43. Phase 1 - Is the expectation that we would keep and maintain a LEED scorecard regardless of whether LEED is pursued?

ANSWER: LEED scorecard will be maintained. LEED Certification is optional.

44. Question: Phase 1 - Is the Design Team to provide the cost estimates as part of our scope for SD, DD and GMP or is the Owner and their GC?

ANSWER: Refer to response to Question 28.

45. Question: Phase 1 - Page 13 – paragraph 2 - states that Boulder County will manage Telephone/Data, Security, AV, and Signage. Will this be for all 3 phases or should the Design Team include these capabilities?

ANSWER: Telephone/Data, Security, AV, and Name plates will be managed by Boulder County for Phase I. These trades not needed for Phase II –

Programming and Space Planning for County Re-Org. Signage consultant needed for Phase III – Design Guidelines.

46. Question: Phase 2 – page 17 – top of page - How many individual interviews with Boulder County Leadership?

ANSWER: Assume six for the (6) Re-Org Departments: Public Works; Community Planning and Permitting; Human Resources / Risk; Office of Sustainability, Climate, and Resiliency (OSCAR), Assessor's, and the County Administrator's Office.

47. Question: Phase 2 – page 17 – top of page - How many Boulder County Staff will be surveyed?

ANSWER: Assume 160 total employees.

48. Question: Phase 2 - Furniture scope - page 17 – middle of the page
In conjunction with Herman Miller systems furniture, Knoll and Haworth, provide recommendations for alternate space or furniture systems that could increase the client's efficiency and/or space utilization.“

Is there an expectation that we are to select and present options from each of the 3 lines and based on price and features & benefits the client team will select their preference? Or, is the Design Team empowered to make their own professional recommendation and narrow down to one of the three Dealers to achieve the best value for the County?

ANSWER: The Design Team is empowered to make their own professional recommendation; however, any systems furniture / workstations should be Boulder County standard – Herman Miller.

49. Question Phase 2 – cost per SF for parking, etc. unclear what SF number should be used. Please advise.

ANSWER: Cost per SF for parking not required.

50. Question: Phase 3 - Design Guidelines – unclear how we are to provide a SF cost. Please advise.

ANSWER: Cost per SF not required for Phase 3.

51. Question: Are there SBE/WBE/DBE (etc.) participation/ objectives for this project?

ANSWER: No.

52. Question: Are furniture systems are required to be specified only as Herman Miller, Knoll, or Haworth?

ANSWER: Yes.

53. Question: Could specifics and/or a component listing be provided for the furniture portion of the bid, to ensure fair comparison?

ANSWER: County Standard is Herman Miller Systems Furniture.

54. Question: What format will existing drawings be provided in?

ANSWER: Refer to response to Question 23.

55. What format are drawings and documents (final deliverables) required to be provided?

ANSWER: Revit and PDF's

56. Question: Is there an approved consultant list by the Boulder County? If not, have you had success with any particular consultants we might consider for our proposal?

ANSWER: Boulder County does not have an approved consultant list. Boulder County expects our consultants to be professional and cost-effective and a good value for tax payer dollars.

57. Question: Should we include fees for any sub-consultants beyond architectural services for this proposal? If so, which disciplines?

ANSWER: We need to see an all-inclusive proposal for all consultants, by discipline, needed to complete this project.

58. Question: Are there any COVID-19 practices you are planning on implementing that we should be aware of?

ANSWER: We are currently implementing social distancing requirements in the workplace on an ad hoc basis. We would like for the selected vendor to assist in developing a more deliberate approach to our interior layout.

59. Question: Do you have a timeline for re-entry established due to COVID-19?

ANSWER: Boulder County partially re-opened for critical functions on June 1, 2020. Other county functions will be re-opening in phases.

60. Question: Who will be involved in the decision-making process for hiring the architect (i.e. you mentioned county commissioners and their important role on these projects)?

ANSWER: A selection committee will include the appropriate stakeholders.

61. Question: Is commissioning for LEED going to need to be proposed as part of this optional additional service? If so, would you like pricing for Fundamental, Enhanced, Monitoring-Based for up to 5 points? If commissioning is required to be priced, what mechanical, plumbing and lighting systems will be part of the renovation?

ANSWER: Boulder County Building Services will retain all third-party verification consultation.

62. Question: Who submits drawings to the city for permit? Architect, GC, or Permit Expediter?

ANSWER: Boulder County's Senior Construction Project Manager submits drawings for permit.

63. Question: Do you intend to bid the furniture to your preferred providers (Herman Miller, Knoll, Haworth)? Page 11 refers to the architect obtaining budget pricing.

ANSWER: Boulder County will obtain budget pricing for furniture.

64. Question: Do you anticipate furniture installation or showroom tours?

ANSWER: Furniture mock-up for workstations only and furniture showroom tours with the department managers.

65. Question: The furniture scope includes a punch list. Is the architect to also include 1 follow-up walkthrough/punch list?

ANSWER: Include a follow-up walkthrough/punch list.

66. Question: What is the anticipated structural engineering scope (structural is mentioned multiple times in the RFP, starting on page 9)?

ANSWER: Refer to our response to question 11.

67. Question: How many Boulder County staff do you anticipate will need to be interviewed?

ANSWER: Refer to our response to question 46.

68. Question: On the public parking assessment, what is the overall intent of the scope? (To see if there are the number of desired spaces listed in the RFP and if not what can be done?)

ANSWER: We want a parking analysis to indicate how many client spaces are needed within the limited parking spaces we have available. Boulder County would like to provide an adequate amount of parking for our employees while preserving the best parking spaces for shared rider parking or electric charging stations to encourage Alternative Transportation Modes.

69. Question: In the past Boulder County has utilized the “Green Construction Code”, will this project fall under the jurisdiction of this code?

ANSWER: We will be following City of Lafayette code requirements.

70. Question: Can you share the budget for the Phase I Project?

ANSWER: Refer to our response to question 41.

71. Question: Are there pre-approved/pre-selected GC’s for this project or that Boulder County likes to work with? Are there pre-approved/pre-selected MEP’s and Structural Engineers for this project or that Boulder County likes to work with?

ANSWER: Refer to response to question 28.

72. Question: Who was the MEP and structural engineer for the core/shell at the new “Mini-HUB” building in Longmont?

ANSWER: MEP Engineer for the Mini-Hub in Lafayette was JCAA Consulting Engineers, 303-985-3260 and the Structural Engineer was Anchor Engineering, Inc., 303-783-4797.

73. Question: Who was the architect for the core/shell at the new “Mini-HUB” building in Longmont?

ANSWER: Architect for the Mini Hub in Lafayette was David Wince, LTD., 303-893-0505

74. Question: Can you share the current version of your workplace design standards?

ANSWER: The Boulder County design standards are in flux with COVID-19. Additional information will be provided to awarded consultant.

75. Question: Can you share your current furniture standards (at 60% completion)?

ANSWER: Refer to our response to question 74.

76. Question: Do the current furniture standards include general specifications that all 3 manufacturers will be able to bid or are certain manufacturers assigned certain scope? (i.e. – knoll for workstations, Haworth for ancillary, etc.)?

ANSWER: Furniture manufacturers are assigned to scope. Herman Miller is Boulder County's standard systems furniture / workstations. Task chairs are both Herman Miller and Knoll. All three furniture vendors, Herman Miller, Knoll and Haworth are considered for ancillary.

77. Question: Will there be a bid/award process be for the furniture? If so, will Boulder County be managing and awarding directly?

ANSWER: Boulder County will be managing the furniture procurement.

78. Question: Under section 6/deliverables – can you please clarify if the architect is to provide cost estimates or the GC?

ANSWER: The architect is to provide a cost estimator as a consultant.

79. Question: What format will the electronic files be in (CAD/Revit), and what version of the software?

ANSWER: CAD and PDF. Preferred format for deliverables will be Revit 2018 and PDF.

80. Question: What is the budgeted construction cost for Phase I?

ANSWER: Refer to our response to question 41.

81. Question: Do existing condition drawing files exist for all the buildings in Phase II? What type of files are they (AutoCAD or Revit)?

ANSWER: CAD 2018 and PDF's.

82. Question: Does the selected design team need to do field verification of the accuracy of the drawings prior to starting work on Phase II?

ANSWER: Yes.

83. Question: Who will be on the selection committee?

ANSWER: Refer to our response to question 39.

84. Question: Is there is any flexibility for the interview date based on pre-existing commitments? Or would there be an opportunity to meet members of the selection committee outside the interview?

ANSWER: Due to the incredible response from the design community, we are extending the review schedule. Boulder County is unable to meet with bidders before the project is awarded.

85. Question: What deliverable is expected relative to the parking assessment?

ANSWER: The final deliverable will be a report of a “needs analysis” for estimated employee and client parking demand.

86. Question: What is the construction budget for the Lafayette “Mini-Hub”?

ANSWER: Refer to our response to question 41.

87. Question: What is the FFE budget for the Lafayette “Mini-Hub”?

ANSWER: Refer to our response to question 41.

88. Question: Do the above budgets include A/E fees?

ANSWER: Yes.

89. Question: Does the County have a furniture vendor that the A/E team will be required to work with?

ANSWER: Herman Miller for systems furniture / workstations, Knoll and Haworth.

90. Question: Will any exterior site work/re-design be required for the Lafayette “Mini-Hub”?

ANSWER: No.

91. Question: Section 6 of Phase 1 work references California Administrative Code, Title 24 for accessibility. Please confirm the California code will be used for accessibility design vs. the codes referenced from the adopted version of the IBC.

ANSWER: ANSI accessibility requirements acceptable.

92. Question: The RFP advises that many “in-person meetings could change to virtual meetings”. Should the total not-to-exceed fee proposal anticipate all meetings to be in-person?

ANSWER: The NTE fee proposal should anticipate all meetings to be in-person.

93. Question: Please clarify expected level of parking assessment required: Will the parking assessment be strictly for parking demand? Will revised parking stall and circulation layouts be required? Will an analysis of existing or proposed PACS systems be required?

ANSWER: Refer to our response to question 68.

94. Question: Will edits to the contractual language be considered?

ANSWER: Any edits or suggestions would have to be approved by County Attorneys and Risk Management teams.

95. Question: Is the intent to award all three projects to the same architectural firm?

ANSWER: Yes.

96. Question: For the programming phase, approximately how many staff personnel/ leadership executives will need to be interviewed?

ANSWER: Refer to our response to question 46.

97. Question: For the SD phase, the scope includes “lead appropriate tours of other tenant spaces to allow Boulder County to glean from other’s and learn what is available in the current workspace”. Will the tours of these offices be selected and organized by Boulder County with the selected architect leading the tours, or is it at the discretion of the architect to select offices appropriate for this tour? If the latter, are the offices spaces for the tour required to be designed by the selected architect?

ANSWER: The tours are at the discretion and hosted by of the architect to select offices appropriate for this tour. The office spaces do not need to be designed by the selected architect.

98. Question: Please confirm if boulder county will be contracting with the furniture dealer/ vendor or if this is expected to be under architect's contract?

ANSWER: Boulder County will contract with the furniture dealer.

99. Question: Please confirm that Boulder county will be hiring the vendors for Telephone/ Data, Security, A/V and signage, and these vendors will provide detailed designs for their scopes which will be coordinated by architect and architect's MEP consultants. Architect and its consultants will not be responsible for designing these systems.

ANSWER: Boulder County will be hiring the vendors for Telephone/ Data, Security and A/V. These vendors will provide detailed designs for their scopes which will be coordinated by architect and architect's MEP consultants. Cost of signage design should be reflected in the consultant's fee structure.

100. Question: Is construction of the base building complete? Has base building permit been closed out/ C of O obtained?

ANSWER: Yes.

101. Question: A total of 5 meetings has been indicated for LEED discussion. Could two of these meetings- the 100% DD and 50% CD meeting be combined with the "architect, owner, consultant" meetings included under these phases or is the intent that the LEED meetings will be held separately from those?

ANSWER: Yes.

102. Question: Are base building drawings completed in CAD or REVIT? Will selected architect have full access to these files including MEP and structural documents?

ANSWER: CAD of Architectural and PDF of MEP and Structural.

103. Question: Can the structural fee for this project be an estimate to be confirmed once scope is finalized?

ANSWER: Refer to our response to question 11.

104. Question: For the programming phase, approximately how many staff

personnel/ leadership executives will need to be interviewed?

ANSWER: Refer to our response to question 46.

105. Question: Will “social distancing” measures need to be considered? Ex: 6’-0” Spacing/sneeze guards?

ANSWER: Refer to our response to question 58.

106. Question: Could you confirm the scope of work under “Partial Remodel”? Can some partitions, ceiling elements, power/data be updated? If so, about what percentage?

ANSWER: Partial remodel for Phase II space planning is suggested in an effort to re-use some of the existing conditions when space planning. No construction is planned for Phase II at this time

107. Question: Will we have access to a full survey at one time, or do we have to phase it based off occupancy at the time?

ANSWER: Selected vendor will be able to survey all at one time.

108. Question: Are there digital files available for the plans shown in Appendix A & B.

ANSWER: Yes.

109. Question: Will 3-D renderings be required? If so, how many?

ANSWER: Minimum of 5 interior views during Phase I Design Development to be updated as the design evolves during the Construction Documents phase. Refer to pages 10 and 12 of the RFP.

110. Question: Are base building drawings completed in CAD or REVIT? Will selected architect have full access to these files including MEP and structural documents?

ANSWER: Refer to our response to question 79.

111. Question: For the parking assessment, will we be assessing parking count requirements and ADA? If it needs upgrades, will that be a separate Phase?

ANSWER: Refer to our response to question 68.

112. Question: Are there drawings available for the parking area?

ANSWER: Yes.

113. Question: What are the deliverables for the Office space plan options? Does this include layout plans only, or are interior elevations, RCP, etc also expected for this project?

ANSWER: For Phase II space planning, only layout plans are expected as deliverables.

114. Question: Should we account for multiple options for each scenario for each building? For instance, 2 layout options for partial remodel of the courthouse annex?

ANSWER: Yes.

115. Question: Do Mechanical and electrical systems need to be evaluated or provided for this scope? Or is documentation intended to convey design intent only by architect?

ANSWER: For Phase I, MEP systems need to be evaluated and designed for the TI.

116. Question: Will an independent Owner's Representative be hired to oversee the project?

ANSWER: Boulder County Building Services will manage and oversee all three phases.

117. Question: It is noted that Sheriff's Office is included within work. Is that area also typical office space or will it have any noted additional requirements?

ANSWER: Typical office space for the Sheriff's Office.

118. Question: Phase I Construction and Permit Documents - Deliverables states that "The Architect will provide cost estimates?" Will project be priced by tenant finish general contractors as stated earlier in Design Development Phase? Will architect then review and compile estimates or actually be required to estimate project cost in house?

ANSWER: Refer to our response to question 28.

119. Question: Will minor revisions and amendments to the contract terms and

conditions be negotiable and/or accepted?

ANSWER: Yes.

120. Question: Please acknowledge if the following revisions to the Contract Terms & Conditions, Section 9 Indemnity, will be acceptable:

9. **Indemnity:** Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, ~~agents~~, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected and appointed officials, and its employees, ~~agents~~ and representatives (the "indemnified parties"), from ~~any and all~~ liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the ~~actions~~ or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract.

ANSWER: The revision of the indemnity provisions of Paragraph 9 could be negotiated in some manner similar to the proposed.

Submittal Instructions:

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on June 10, 2020.**

Please note that email responses to this solicitation are preferred, but are limited to a maximum of 50MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 7100-20** in the subject line.

All proposals must be received and time and date recorded at the purchasing email by the above due date and time. Sole responsibility rests with the Offeror to see that their bid is received on time at the stated location(s). Any bid received after due date and time will be returned to the bidder. No exceptions will be made.

The Board of County Commissioners reserve the right to reject any and all bids, to waive any informalities or irregularities therein, and to accept the bid that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.



**RECEIPT OF LETTER
ACKNOWLEDGMENT**

June 10, 2020

Dear Vendor:

This is an acknowledgment of receipt of Addendum #2 for RFP #7100-20, Architectural Design Services: Programming, Space Planning, Interior Design Services.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and email it back to purchasing@bouldercounty.org as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525. This is also an acknowledgement that the vendor understands that **due to COVID-19, BIDS will only be accepted electronically by emailing purchasing@bouldercounty.org.**

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by: _____ **Date:** _____

Name of Company _____

End of Document