

ADDENDUM NO. 1

REQUEST FOR PROPOSAL ARCHITECTURAL/ENGINEERING SERVICES Sunriver Public Safety Building

FROM: Mindy Holliday, SSD Board Administrator
Sunriver Service District (District)
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I. RECITALS

- A. District issued its Request for Proposal Architectural/Engineering Services on June 29, 2022 (RFP) soliciting an architectural/engineering firm service proposals for District's Public Safety Building Project (Project).
- B. District held an Optional Pre-Submittal Conference regarding the architectural/engineering services sought for Project on July 5, 2022, at 1:00 p.m.
- C. Following the conference, the District deems it appropriate to issue an addendum to modify the anticipated schedule and scope of work within the RFP and amend the scope of work and required insurance coverages set forth within the Service Contract attached to the RFP as Appendix A.

II. REQUEST FOR PROPOSAL

The District hereby makes the following amendments to the Request for Proposal:

1. **Section II, Project Description, 2.0, Pre-Design Planning**, is hereby amended to add item 2.4 EXISTING APPARATUS BAY TRUSS, to read as follows:

"2. 4 EXISTING APPARATUS BAY TRUSS. Existing apparatus bay trusses are compromised. Ensure corrective measures and associated repairs are addressed in design documentation."
2. **Section II, Project Description, 3.0, Design Phase, 3.7, Sustainability**, is hereby amended to add the following sentence as the last sentence of that subsection:

"District desires to incorporate infrastructure to allow charging of electrical powered vehicle apparatus in the future."

3. **Note that the issued RFP includes Section II, Project Description, Subsections 4.0, Construction Phase, and 5.0, Post Construction Phase, as follows:**

“4.0 CONSTRUCTION PHASE

- 4.1 ADDENDA. Prepare and issue Addenda as required or requested during subcontractor bidding.
- 4.2 ON-SITE MANAGEMENT AND CONSTRUCTION PHASE COMMUNICATION PROCEDURES. The OR/PM shall provide on-site contract administration as an agent of the District, and the OR/PM shall establish and implement coordination and communication procedures among the OR/PM, District, Design Team and CM/GC.
- 4.3 CONTRACT ADMINISTRATION PROCEDURES. The Design Team shall review and process requests for clarifications and interpretations of the Contract Documents: shop drawings, samples and other submittals, change order proposals, written proposals for substitutions and payment applications, and shall issue responses as required. Provide the OR/PM with copies of all such documents after the Design Team has reviewed them and assist the OR/PM with validation of associated costs before their final approval/acceptance.
- 4.4 PROJECT SITE MEETINGS. The Design Team shall also attend coordination and site observation meetings with the Project Team once per week or as necessary. The CMGC shall prepare and distributed by the CMGC to all attendees and Design Team.
- 4.5 OTHER INDEPENDENT CONSULTANTS. The Design Team shall review and comment on technical inspection and testing provided by others.
- 4.6 CHANGE ORDERS. The OR/PM shall establish and implement a change order control system. All changes to the Contract between the District and CM/GC shall be only by change order approved by the District. The Design Team shall review and approve all Change Orders prior to review by the District Board.
- 4.7 DISTRICT-INITIATED CHANGES. All proposed changes shall first be described in detail by the OR/PM in a request for a proposal issued to the CM/GC. The request shall be accompanied by drawings and specifications prepared by the Design Team. In response to the request for a proposal, the

CM/GC shall submit to the OR/PM for evaluation detailed information concerning the price and time adjustments, if any, as may be necessary to perform the proposed change order work. The OR/PM shall review the CM/GC'S proposal, shall discuss the proposed change order with the CM/GC and Design Team, and shall validate the CM/GC'S basis for the price and time proposed to perform the work.

- 4.8 CM/GC INITIATED CHANGES. The OR/PM and Design Team shall review the contents of all CM/GC requested changes to the contract time or price. The OR/PM shall determine the cause of the request, and assemble and evaluate information concerning the request. The OR/PM shall provide to the Design Team a copy of each change request, and the OR/PM shall in its evaluations of the CM/GC's request consider the Design Team's comments regarding the proposed changes.
- 4.9 CHANGE ORDER DOCUMENTATION. The OR/PM shall make recommendations to the District regarding all proposed Change Orders. At the District's direction the OR/PM shall prepare and issue to the contractor appropriate Change Order documents. The OR/PM shall provide to the Design Team copies of all approved Change Orders.
- 4.10 QUALITY REVIEW. The Design Team shall perform weekly Construction Observation and provide a written report in a form approved by the OR/PM of each visit. The OR/PM shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the District against work by the CM/GC that does not conform to the requirements of the Contract Documents. The OR/PM shall reject any portion of the Work and transmit to the District and CM/GC a notice of nonconforming work when it is the opinion of the OR/PM, District, or Design Team that such work does not conform to the requirement of the Contract Documents
- 4.11 PROGRESS PAYMENTS. The Design Team shall review the payment applications submitted by the CM/GC and determine whether the amount requested reflects the progress of the CM/GC's work, sign approval and submit to the OR/PM for further action.
- 4.12 DISTRICT'S CONTINGENCY MANAGEMENT. Assist OR/PM and District with managing project contingency and completing project within available budget.

- 4.13 FF&E VERIFICATION. Review and approve furniture, fixtures and equipment specification to determine conformance with the Project.
 - 4.14 FF&E INSTALLATION. The Design Team shall provide observation of the installation of the furniture, fixtures and equipment.
- 5.0 POST CONSTRUCTION PHASE
- 5.1 PROJECT COMPLETION. Assist with project completion and closeout, including project punch list activities (conduct as many reviews as are required until completion) including: completion of the work by the CM/GC and FF&E Installation. Review and approve the final Payment Application.
 - 5.2 RECORD DOCUMENTS. The Design Team shall prepare complete record drawings and specifications in printed and electronic format that shall include all addenda and design changes throughout the project. The record Drawings shall be submitted to the OR/PM within three weeks after final Completion.
 - 5.3 SUBSTANTIAL COMPLETION. Assist the OR/PM with review, approval and issuance of the Certificate for Substantial Completion.
 - 5.4 FINAL COMPLETION. Assist the OR/PM with review, approval and issuance of the Certificate for Final Completion.
 - 5.5 OPERATION AND MAINTENANCE MATERIALS AND CERTIFICATES. Prior to the final completion of the project The Design Team shall review the manufacture’s operations and maintenance manuals, warranties and guarantees, and certificates as submitted by the CMGC and compiled by the OR/PM to determine level of completion.
 - 5.6 11-MONTH WARRANTY REVIEW. The Design Team shall participate in an 11-month warranty review walk through with the Project Team to document work to be completed or corrected by the CM/GC.”

4. **Section III, Anticipated Contract Performance Schedule**, is hereby amended to read as follows:

Advertise and Issue RFP	June 29, 2022
Optional Pre-Submittal Conference	July 5, 2022 at 1:00 PM
Question Submittal Deadline	July 13, 2022 by 4:00 PM
Replies Issued	July 18, 2022 by 4:00 PM
Deadline for Submittal of Proposals	July 21, 2022 at 1:00 PM
Interviews (if desired by District)	August 5, 2022
Selection Committee Identifies Preferred Team	August 8, 2022
Contract Negotiations	August 9 – 11, 2022
Final Contract Drawn	August 12, 2022
Selection Committee Recommendation to the Board.	August 18, 2022
Agreement Execution with Awardee	August 19, 2022
Ground Breaking – Construction Begins	May 1, 2023 TBD by Project Team
Project Completion	November 1, 2024 TBD by Project Team

5. **Section VII, Proposal Requirements, subsection A, Proposal Contents**, the first paragraph is hereby amended to read as follows:

“Proposal shall be prepared simply and economically, providing a straightforward, concise description of Proposer’s capabilities to satisfy the requirements of this RFP. Proposal shall be no more than twenty (20) pages, single sided with a minimum of 11-point font, single line spaces. Page count does not include covers, table of contents, divider pages, resumes, insurance certificates or exhibits. Proposals should be prepared in generally the following format, and shall include, at a minimum, the following items:”

6. **Section VII, Proposal Requirements, subsection A, Proposal Contents, 3. Firm Experience**, the last bulleted item is hereby amended to read as follows:

“The percentage increase of construction cost as a result of change orders that were not initiated by Owner in the relevant example projects provided.”

7. **Section VII, Proposal Requirements, subsection A, Proposal Contents, 4. Project Team Experience**, is hereby amended to insert the following sentence as the second to last sentence of that provision:

“Verify that proposed Project Team Lead personnel will remain on the Project until construction is substantially completed, unless a replacement is desired and/or approved by the District.”

8. **Section VII, Proposal Requirements, subsection A, Proposal Contents, 7. Sustainability**, the last bulleted item is hereby amended to read as follows:

Example of how proposer can work with the District to incorporate sustainability subject to budgetary constraints, per RFP Section II, 3.7.

9. **Section VII, Proposal Requirements, subsection A, Proposal Contents, 9. Insurance**, is hereby amended to read as follows:

“As more specifically set forth in the Contract attached as Appendix A, roof of insurance for a minimum of \$2 million per claim professional liability insurance (errors and omissions); plus \$1 million each occurrence and \$2 million aggregate comprehensive liability insurance; and automobile liability insurance coverage of \$500,000 combined single limit each accident and \$1 million aggregate. Proof of coverage for \$1 million per occurrence by Workers’ Compensation Insurance or exemption. Proposers shall submit proof of adequate liability insurance for sub-consultants.”

III. ARCHITECTURAL/ENGINEERING SERVICES CONTRACT - APPENDIX A

The District hereby makes the following amendments to the Architectural/Engineering Services Contract, attached as Appendix A to the Request for Proposal:

1. Coverage limits set in **Section 7, Insurance Requirements, 7.1 Insurance Coverages, subsections a through d** are hereby amended to reflect the following required limits:

- a. Comprehensive general liability insurance on Insurance Services Office (ISO) occurrence form CG 00 01, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

\$1,000,000 – each occurrence (bodily injury)
\$2,000,000 – general aggregate
\$500,000 – automobile per occurrence
\$1,000,000 – aggregate

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).

- b. Workers’ Compensation and employer’s liability insurance per ORS Chapter 656. The employer’s liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).

- c. Errors and Omissions insurance covering Architect/Engineer’s liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence for the term of the Project. Such policy will be on a claims made basis and will have an extended claims reporting period of six (6) years after final completion. (Proof of coverage will be attached to this Contract).
 - d. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.
- 2. **Exhibit A, Scope of Services, 2.0, Pre-Design Planning**, is hereby amended to add item 2.4 EXISTING APPARATUS BAY TRUSS, to read as follows:

“2. 4 EXISTING APPARATUS BAY TRUSS. Existing apparatus bay trusses are compromised. Ensure corrective measures and associated repairs are addressed in design documentation.”
- 3. **Exhibit A, Scope of Services, 3.0, Design Phase, 3.7 Sustainability**, is hereby amended to add the following sentence as the last sentence of that subsection:

“District desires to incorporate infrastructure to allow charging of electrical powered vehicle apparatus in the future.”
- 4. **Note that the issued RFP, Appendix A (Contract), Exhibit A, Scope of Services, includes Subsections 4.0, Construction Phase, and 5.0, Post Construction Phase, as follows:**

“4.0 CONSTRUCTION PHASE

 - 4.1 ADDENDA. Prepare and issue Addenda as required or requested during subcontractor bidding.
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applications, and shall issue responses as required. Provide the OR/PM with copies of all such documents after the Design Team has reviewed them and assist the OR/PM with validation of associated costs before their final approval/acceptance.

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- 5.1 **PROJECT COMPLETION.** Assist with project completion and closeout, including project punch list activities (conduct as many reviews as are required until completion) including: completion of the work by the CM/GC and FF&E Installation. Review and approve the final Payment Application.

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- 5.11 11-MONTH WARRANTY REVIEW. The Design Team shall participate in an 11-month warranty review walk through with the Project Team to document work to be completed or corrected by the CM/GC.”

All unamended provisions within the RFP and Contract remain in force and unchanged by this Addendum 1.

SUNRIVER SERVICE DISTRICT

By: John Ralston, Vice Chair

Date: July 12, 2022