

**CITY OF INDIANAPOLIS**

**REQUEST FOR QUALIFICATIONS**

**DESIGN-BUILD SERVICES FOR THE  
NEW ADULT DETENTION CENTER  
AT THE COMMUNITY JUSTICE CAMPUS**

**RFQ-11EAL-086**

**ADDENDUM NO. 1 – ANSWERS TO QUESTIONS**

**Issued: January 22, 2018**

**Question 1:** On pages 3 and 4 of RFQ-11EAL-086, Design-Build Services for the New Adult Detention Center at the Community Justice Campus, it reads: “The City is likely to have certain site enabling design and construction work performed under separate contracts.” Does this indicate that any other RFP/Qs will be issued for design and construction work related to this particular facility? Thank you.

**Answer to Question 1:** Additional procurement solicitations will be issued for Site Enabling Project. The City anticipates issuing one or more bid packages for the Site Enabling Project using competitive bidding pursuant to Indiana Code Section 36-1-12 and/or other applicable law.

**Question No. 2:** How will site development scope, coordination and cost be handled between the various other projects?

**Answer to Question No. 2:** There are likely to be two bid packages for Site Enabling Project. These are already in the design phase, and City anticipates paying the contractors who bid on these packages. These packages are expected to be let for bidding prior to award of the Design-Build Contract. In other words, the construction documents for the packages constituting the Site Enabling Project will be issued before the Design-Build Contract is awarded, and the Design Criteria Package will delineate the scope, cost and coordination requirements, if any, across the various projects.

**Question No. 3:** What is the intent of the “Lead Engineer” role mentioned in 3.4.2.2 (e)?

**Answer to Question No. 3:** The Lead Engineer merely means the prime engineering firm holding a direct subcontract with the Lead Design-Build Entity. If the Lead Design-Build Entity enters into separate subcontracts with each engineering discipline, then there may be no Lead Engineer and no need to identify such firm.

**Question No. 4:** Pursuant to the question above, is it intended for the Design-Builder to provide site engineering services to finalize and complete the site design work of the “Site Enabling Project” currently being separately procured

**Answer to Question No. 4:** It is likely that some site engineering services will be required in the Design-Build Contract, and this will be explained in the Design Criteria Package as part of the RFP.

**Question No. 5:** Will the Design Builder be responsible for providing final certified construction documents for the site design (including parking lots, drive lanes, drop offs, site grading, storm water design/detention/quality, sanitary and water infrastructure, utility service laterals, and landscape plan).

**Answer to Question No. 5:** The Design-Builder will be required to certify its construction documents, and these requirements and scope will be explained in the Design Criteria Package as part of the RFP.

**Question No. 6:** Will the Design Builder be responsible for as-built drawings for site work?

**Answer to Question No. 6:** See prior answers. If the site work is part of the Design-Builder's scope of work, then it will be required to provide as-builts. This will be explained in the Design Criteria Package as part of the RFP.

**Question No. 7:** Are resumes included in the page count?

**Answer to Question No. 7:** No.

**Question No. 8:** Can the Org Chart be on 11x17 paper

**Answer to Question No. 8:** Yes.

**Question No. 9:** Does the Lead Design/Build entity have to sign the PLA even if they do not plan to provide trade labor on the project?

**Answer to Question No. 9:** Short listed potential Design-Builders will be provided a copy of the applicable contract terms during the RFP phase.

**Question No. 10:** Will signing the PLA be a condition of the contract with the Lead Design/Build entity?

**Answer to Question No. 10:** Short listed potential Design-Builders will be provided a copy of the applicable contract terms during the RFP phase. Contract negotiations will be undertaken pursuant to the Design-Build Statute and other applicable law.

**Question No. 11:** Most XBE firms are not signatory to union labor agreements. Will XBEs be required to sign the PLA if they provide trade labor on the project?

**Answer to Question No. 11:** The City does not intend to enter into agreements with Subcontractors.

**Question No. 12:** Will there be wages set for trade labor under the PLA? If so, how will they be determined?

**Answer to Question No. 12:** The City will not be establishing a committee to set common wages in light of Indiana Code Section 5-16-7.2-5.

**Question No. 13:** Will trade workers be required to pay union dues under the PLA since Indiana is a right to work State?

**Answer to Question No. 13:** While the context of the question is unclear, the City notes that Indiana Code Chapter 22-6-6 prohibits private employers from requiring that its employees pay union dues.

**Question No. 14:** Will companies that are signatory to the PLA be subject to union labor policies or will their current employment policies prevail?

**Answer to Question No. 14:** The City is not in a position to speculate what is meant by all "union labor policies" or potential Team members' "current employment policies." The

requirements for the Design-Builder are expected to be contained in the Design-Build Contract, which will be distributed with the RFP pursuant to the Design-Build Statute.

**Reservation of rights and terms.** The RFQ and its reservation of rights remain in effect. The above answers are provided for reference only, and in the event of a conflict, the RFQ, RFP, other solicitation document and/or Applicable Law control.