

CITY OF INDIANAPOLIS

REQUEST FOR QUALIFICATIONS

**DESIGN-BUILD CONTRACTING SERVICES FOR THE NEW CONSOLIDATED
CIVIL AND CRIMINAL COURTHOUSE AT THE COMMUNITY JUSTICE CAMPUS**

RFQ-11EAL-085

ADDENDUM NO. 1 – ANSWERS TO QUESTIONS

Issued: January 22, 2018

Question No. 1: RFQ Section 3.4.2.2 (c) and RFQ Section 3.4.2.2 (d): With respect to the Team’s plan for implementing an appropriate M/W/V/DO/BE plan for this project and the City’s preference that Lead Design-Build Entities use confidentiality agreements rather than exclusivity agreements with Subcontractors, other than those performing Primary Design or Primary Construction Services. Is the intent for teams to include and present their intended Tier 1 M/W/V/DO/BE team members / partners as part of their response to the RFQ?

Answer to Question No. 1: Prospective Design-Builder’s history of working with M/W/V/DO/BE firms and M/W/V/DO/BE implementation plan for the Courts Project will be evaluated as stated in the RFQ sections 3.4.2.1(c) and 3.4.2.2 (c). Additionally, Section 3.4.1.1 asks that you identify “any subcontractors proposed to hold subcontracts with the Lead Design-Build Entity for Primary Design Services.” Therefore, it would be appropriate for a potential Team to identify Tier 1 M/W/V/DO/BE team members. With respect to the City’s preference for confidentiality over exclusivity, in order to maximize participation on the Courts Project, the City prefers – but does not require – that Lead Design-Build Entities use teaming agreements or subcontracts that allow M/W/V/DO/BE firms to participate on other Teams. This can be accomplished by entering into a confidentiality agreement with such firms rather than exclusivity agreements prohibiting such firms from working with other Teams as a condition to working with them. This decision, however, is left to potential Design-Builders and Teams.

Question No. 2: RFQ Section 3.4.2.2 (d): In regards to diversity goals and XBE partners, please define “Primary Construction Services”.

Answer to Question No. 2: See Answer to Question 1 for as it relates to XBE partners. Also, Exhibit A to the RFQ defines Primary Construction Services as Construction Services self-performed by the Lead Design-Build Entity or one of its JV Members.

Question No. 3: RFQ Section 3.4.2.2 (e) (v): Please define “Lead Engineer”. Is the City referring to civil engineer?

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: Is it the City’s intent to develop a Central Plant to service the Community Justice Campus? If so, is this included in the Consolidated Courthouse project?

Answer to Question No. 4: The City intends to develop a central plant for the CJC; however, it has not been determined whether it will be part of the Design Criteria Package for the Courts Project.

Question No. 5: 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. 5: Short listed potential Design-Builders will be provided a copy of the applicable contract terms during the RFP phase.

Question No. 6: Will signing the PLA be a condition of the contract with the Lead Design/Build entity?

Answer to Question No. 6: 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. 7: 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. 7: The City does not intend to enter into agreements with Subcontractors.

Question No. 8: Will there be wages set for trade labor under the PLA? If so, how will they be determined?

Answer to Question No. 8: 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. 9: Will trade workers be required to pay union dues under the PLA since Indiana is a right to work State?

Answer to Question No. 9: 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. 10: 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. 10: 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.

Question No. 11: Does the \$125,000,000 budget include FF&E, security, food service, IT and technology or are these outside of the stated budget?

Answer to Question No. 11: The City is sharing the preliminary budget figure pursuant to the Design-Build Statute, and it is intended to cover all Design Services and Construction Services for the Courts Project. This does not include FF&E. The City will provide additional scope of work information in the Design Criteria Package during the RFP process.

Question No. 12: Does the \$125,000,000 budget include soft costs, legal fees, bond cost, environmental remediation and other ancillary development costs related to the Courthouse Project?

Answer to Question No. 12: See answer to question No. 11. In addition, “ancillary development costs” (which is a vague term) are generally considered outside the scope of the Design Services and Construction Services necessary for the Courts Project.

Question No 13: Please elaborate on the reference to a Courts Planning Group as referenced in 2.8.1 of the RFQ.

Answer to Question No. 13: This is the term used and described in the summary of the December 2016 report prepared by the *Criminal Justice Reform Task Force as appointed by the Mayor*. The summary and full reports are available at:

<http://www.indy.gov/eGov/Mayor/CJRTF/Pages/findings.aspx>.

The City and certain Advisors, including the Design Criteria Developer, have been engaged in meetings with certain Courts Project Stakeholders and end users, including judges, to discuss the Courts Project.

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.