



CITY OF STAMFORD
OFFICE OF ADMINISTRATION
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ADDENDUM NO. 1
(October 20, 2022)

Request for Proposals No. 887
Owner's Representative for New Westhill High School

Addendum No. 1 is being issued to all potential respondents to provide the items and attachments set forth herein which shall act to qualify, clarify, or otherwise modify the RFP Documents previously issued regarding the above referenced project. These items, whether of omission, addition, substitution, or clarification, shall be incorporated into the proposals submitted by all bidders, and receipt of this document and its attachments should be acknowledged in the space provided on the RESPONDENT'S INFORMATION AND ACKNOWLEDGEMENT FORM. Failure to do so may subject the Bidder to disqualification.

Responses to inquiries received follows:

1. Only an "estimated construction duration of 3 ½ years" is mentioned. Are there any other timeline dates that can be shared? At a minimum, please define the pre-construction phase start date and timeline (Project setup, procurement of designers, consultants and the construction manager, and an anticipated design duration).

Answer: The planning study as presented by JCJ Architecture for the grant application indicated a construction duration of 42 months or 3 ½ years. The City's estimate of the preliminary timeline for preconstruction services is 2 years. The owner's representative shall work with the project design professionals and the City to further define the timeline for the project using these timeframes as a reference.

2. The RFP indicates that we shall "Provide a fully qualified on-site staff to track, monitor and evaluate every aspect of the construction as it is occurring" – To ensure a level bidding environment for all bidders and considering the volume of the project, please clarify if both a full-time project manager and a project engineer/ associate PM is anticipated as a level of effort for field staffing.

Answer: Staffing levels need to meet the services requested. The City will be relying upon the selected firm to determine the adequate time and staffing necessary to complete the services requested.

3. The RFP directs that we "Retain the services of Multivsta Construction Documentation or approved equal to catalog all aspects of the construction". To ensure a level bidding environment for all bidders, does the city have an anticipated scope of services to be included? If not will a menu of options be acceptable (baseline plus alternates)?

Answer: We expect the construction documentation contractor to produce appropriate video and/or photographic documentation of the construction every two weeks so long as construction activity and progress warrants it. Please have this cost broken out as a separate line item.

4. Under the section titled Submitting the Price Proposal, the RFP states “. The proposal can be a fixed lump sum fee a fixed lump sum fee for pre-construction and or post-construction services and percentage of construction costs for construction phase services, or a percentage of construction costs for all services”. Determination of the fee will require greater clarity on the overall project timeline, as noted in another question. For the percent of cost fee option, clarification of the costs will be required, as the RFP states a range of project cost between \$250 million and \$325 million. Please provide.

Answer: The City’s approved OSCG&R grant is for \$261MM (project costs) however the City has requested a revised grant amount of \$301MM (project costs) , the request has not been approved to date. See attached SCG-049R. The lack of the kind of clarity sought is something proposers should consider in structuring a price proposal.

5. Under Contract Terms, on page 11: There are several references to mandatory contract terms. Does the city intend to offer an agreement document, or will the city accept a vendor-provided agreement, subject to inclusion of the listed items?

Answer: The City will “accept” a vendor-provided agreement that includes the listed items as a proposed agreement that will initiate negotiations for a final agreement.

6. Under Contract Terms, on page 12: One of the mandatory contract terms states "A provision in which the Representative’s sole remedy for City-caused delays shall be an extension of time." Such “no damages for delay” terms are most frequently found in construction contracts versus consulting agreements. Will the city reconsider inclusion of this term, or is it anticipated that the Owner’s Representative will absorb all costs (staffing etc.) such a delay would create?

Answer: The City is unwilling to reconsider.

7. Under Contract Terms, page 12: One of the mandatory contract terms states "A provision in which the Representative waives any claims for consequential, punitive or exemplary damages”. Does this include delays caused by the Construction Manager or other non-city actor?

Answer: The provision waives certain claims against the City. The City’s understanding is that the City would not be liable to the Owner’s Representative - and the Owner’s Representative would have no claim against the City - for delays caused by the CM or some other non-City actor.

8. Our firm is a global firm. Per page 29 PART IV - Bidder Employment Information, what is the scope of the employee data to be captured e.g. our Connecticut staff, United States staff, or global staff?

Answer: Information should reflect the composition of the proposer.

9. At what extent has the OSCG&R process been advanced?

Answer: OSCG&R has received and approved a grant application in the amount of \$261MM (project cost.) No other work such as design has taken place.

10. The renovation option will be impactful to the operation of the facility and will require transition classroom space; has this been considered?

Answer: The “like new renovation” option is not being pursued. It is a new build on an occupied campus.

11. Who prepared the preliminary budget for this project, which your preliminary Grant was approved for?

Answer: JCJ was the City’s consultant for the grant application. They used the estimating services of Trophy Point to develop the cost estimate.

12. Would you like the Owner’s Rep to provide the 4 independent estimates at the 30% 60% 90% and 100% of the design completion, or just reviewed?

Answer: Owner’s rep should establish and maintain the overall project cost estimates throughout the entire project and review the A/E construction cost estimates at 30/60/90/100.

13. Who prepared the preliminary materials and grant application for DAS, which you received preliminary approval for in February 2022. Will that firm continue on with the DAS/OSCG&R process?

Answer: JCJ was the City's consultant for the grant application. They have not been retained for A/E services as that procurement needs to be solicited which is part of the owner's representative's scope of work to assist in developing.

14. On page 2 of the RFQ/P it states "*.....with an estimated construction duration of 3 ½ years.*" Does the time frame indicated include demolition of the existing building and construction of the new baseball and softball field?).

Answer: The planning study as presented by JCJ Architecture for the grant application indicated a construction duration of 42 months or 3 ½ years. The City's estimate of the preliminary timeline for preconstruction services is 2 years. The owner's representative shall work with the project design professionals and the City to further define the timeline for the project using these timeframes as a reference. This is inclusive of the demolition of the existing building and the construction of the two fields and associated site work.

15. On Page 6 of the RFQ/P it states "*Retain the services of Multivista Construction Documentation or approved equal.....*" Further on it states "*Cost to be included in the proposal.*" Is there sufficient information at this time for Multivista, or an equal, to provide a comprehensive price? Could this be priced as the design progresses and be assigned to the selected candidate? **Answer:** We expect the construction documentation contractor to produce appropriate video and/or photographic documentation of the construction every two weeks so long as construction activity and progress warrants it.

16. On page 11 of the proposal it states; "*The proposal can be a fixed lump sum fee a fixed lump sum fee for pre-construction and or post-construction services and percentage of construction costs for construction phase services, or a percentage of construction costs for all services.*" These options of presenting the fee proposal could create confusion in determining the lowest most responsible respondent. Would the City of Stamford consider providing an overall schedule for design, construction, demolition and close-out and have the respondents provide a fee based on the schedule provided therefore the City could evaluate the fees on an "apples to apples" basis?

Answer: As this is an RFP and not a construction bid, the City is not bound to select the "lowest most responsible respondent"

17. The RFP states "*The City of Stamford and Stamford Public Schools submitted a priority list project grant application to the State of CT OSCG&R in June, 2021 which was accepted in in December of 2021 as a priority list project.*" Has the City of Stamford received their Grant Commitment Letter from the State? If so, what is the construction start date?

Answer: See below from Bill No. 385:

EFFECTIVE DATE: July 1, 2022

§§ 384-409 & 483 — PROJECT EXEMPTIONS, WAIVERS, MODIFICATIONS, AND REPEALS

Exempts school construction projects in 16 towns and one regional school district from certain statutory and regulatory requirements to allow them to, among other things, qualify for state reimbursement grants, receive higher reimbursement percentages for these grants, or have their projects reauthorized due to a change in scope; repeals a prior project authorization

The bill exempts school construction projects in 16 towns and one regional school district from various statutory and regulatory requirements to allow them to, among other things, (1) qualify for state reimbursement grants, (2) receive higher reimbursement percentages for these grants, or (3) have their projects reauthorized due to a change in scope. These exemptions are referred to as “notwithstandings.”

Additionally, the bill repeals a Danbury high school project on the 2020 priority list.

EFFECTIVE DATE: Upon passage

Exemptions, Waivers, and Modifications (§§ 384-409)

The table below describes the notwithstandings that the bill grants.

Table: Notwithstandings for School Construction Projects

Bill §	Town	School and Project	Exemption, Waiver, or Other Change
384	New Britain (state project)	E.C. Goodwin Technical High School, unspecified, but includes installing artificial turf athletic field	Waives the requirement to apply before June 30, 2021, to be on the 2022 priority list for the project with a maximum cost of \$45 million, if the application is filed by October 1, 2023, and the project is otherwise eligible under the program
385	Stamford	Westhill High School, new construction	Sets the project reimbursement rate at 80% if (1) Stamford establishes a pathway-to-

Researcher: HP

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18. In the RFQ/P there is reference to an “Owner’s project management system” What is the Owner’s project management system? Or is this something you expect the OPM to provide? **Answer:** The OPM is to provide a system, PROCORE or approved equal.

All other terms and conditions of **RFP No. 887** remain the same.

Erik J. Larson
Purchasing Agent

Cc: Louis Casolo, City Engineer
Purchasing Department File

Notice of Change to School Construction Project

District Name:

Stamford Public Schools

Facility Name & Address:

Westhill High School – 125 Roxbury Road, Stamford, CT.

State Project Number:

Part A - Type of Change Summary

Indicate all applicable project changes for this for SCG-049R submission

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Project Costs

Parts B & C Required

Parts B-1, D & E if applicable

☐

Financing

Parts C Required

☐

Project Scope

Parts C Required

Parts B, B-1, C & E if applicable

Part B - Change in Project Costs

ELIGIBLE COSTS

	Revised From	Revised To
1 Architectural Design	\$11,958,138	\$11,958,138
2 Site Acquisition	\$0	\$0
3 Facility Purchase	\$0	\$0
4 Other professional fees	\$7,785,000	\$7,785,000
5 Construction (Fully eligible)	\$181,326,656	\$207,838,880
6 Bonus area - School Readiness	\$0	\$0
7 Bonus area - Full day K/Class size reduction	\$0	\$0
8 Equipment/Furnishings	\$12,290,000	\$12,290,000
9 Sub-Total	\$213,359,794	\$239,872,018

LIMITED ELIGIBLE COSTS

10 Outdoor Athletic Facilities & Tennis	\$0	\$0
11 Natatorium	\$9,187,500	\$10,937,500
12 Eligible auditorium seating area (complete back side)	\$2,474,300	\$2,957,278
13 Eligible gymnasium seating area	\$0	\$0
14 Sub-Total	\$11,661,800	\$13,894,778

INELIGIBLE COSTS

15 Ineligible site acquisition	\$0	\$0
16 Ineligible facility purchase	\$0	\$0
17 Ineligible construction costs	\$24,432,250	\$35,962,400
18 Ineligible bonus area - School	\$0	\$0
19 Ineligible bonus area - Full day K/Class size reduction	\$0	\$0
20 Unauthorized cost increase	\$0	\$0
21 Contingency	\$11,084,692	\$11,084,692
22 Other - Describe: Equipment for athletics and activities that are determined not to be reimbursable	\$500,000	\$500,000
23 Sub-Total	\$36,016,942	\$47,547,092

Total Project Costs

\$261,038,536

\$301,313,888

Explanation Attached

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Explanation for Change in Project Costs:

Market Conditions Escalation – increased construction costs in the industry and increased escalation projections

Notice of Change to School Construction Project

District Name:

Stamford Public Schools

Facility Name & Address:

Westhill High School – 125 Roxbury Road, Stamford, CT.

State Project Number:

Part B-1 - Calculation of Cost of Auditorium Seating Area

Item	Revised From		Revised To	
a Total sqft of auditorium	8305	sqft	8305	sqft
b Sqft of seating area	3000	sqft	3000	sqft
c Total construction cost of auditorium (excluding seats and installation)	\$5,878,000		\$7,025,000	
d Construction cost of seating area (Item b / Item a) x Item c)	<u>\$2,123,300</u>	-	<u>\$2,537,628</u>	-
e Costs of seats and installation (not included in Item c)	\$351,000		\$419,650	
f Total cost of auditorium seating area (Item d + Item e)	<u>\$2,744,300</u>	-	<u>\$2,957,278</u>	-

Part C - Change in Financing

FINAL PROJECT FINANCING

General Fund/Bonding

General Fund - Progress Payment

General Fund - Other

Current Bonds/Notes (*Complete

Bonds Issued schedule on pg. 2)

Future Bonds/Notes

Sub-Total (General Fund/Bonding)

Revised From
\$ -

Revised To

\$ -

Other Funding

Rebates

Insurance Proceeds

Federal/Other State Grants

Other Financing (Describe)

Sub-Total Other Funding

\$ -

\$ -

TOTAL FINAL PROJECT FINANCING

\$ -

\$ -

Explanation Attached ☐

Explanation for Change in Financing:

Part D - Change in Scope

Explanation Attached ☐

Explanation for Change in Scope: