ADDENDUM #1

RFP#: VT-208-L00049-001
Criteria Consultant for Virginia Tech Hitt Hall and Intelligent Infrastructure Complex Design-Build Project

Date: November 15, 2017

Issued By: Bob Blackwell, Contracts Officer
Virginia Polytechnic Institute and State University
Facilities Contracts (0129)
90 Sterrett Facilities Complex
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Blacksburg, Virginia 24061
(540) 231-4775
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rcb05@vt.edu

1) The attendee sign-in sheet for the Pre-proposal meeting is attached.
2) The briefing that was presented at the Pre-proposal meeting is attached.
3) Change the quantity of hard copies needed for the proposal submittal from five (5) to eight (8).
4) Attached is a revised set of Virginia Tech Supplemental Terms and Conditions to DGS Form CO-3A (dated November 9, 2017).
5) Questions regarding the RFP should be submitted in writing using the attached RFI form.

END OF ADDENDUM #1
## Pre-Proposal Meeting Participants

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Published to Laserfiche and sent out with Addendum:  
(PreProposal Meeting Participants xx-xx-xxxx)
Campus Districts
North Academic District

NORTH ACADEMIC DISTRICT
North Academic District
Intelligent Infrastructure Corridor
Intelligent Infrastructure Corridor
Virginia Tech

Supplemental Terms and Conditions of the A/E Contract

November 9, 2017

The Commonwealth of Virginia Terms and Conditions of the A/E Contract, Form DGS-30-018 (CO-3a), are modified and supplemented as hereinafter described.

10. "DESIGN-NOT-TO-EXCEED" COST AS RELATED TO A/E CONTRACT

The Owner shall provide the A/E with a description of the project including information on functions, space requirements, special features and requirements, aesthetic requirements, authorized square footage and "Design-not-to-exceed" construction budget. The A/E's Contract requires that if the low bid exceeds the "Design-not-to-exceed" cost identified in the A/E Contract by more than 10% due to the negligence of the A/E, any A/E revisions to the plans and specifications required to bring the cost of the project within the "Design-not-to-exceed" cost may be executed by the A/E at no additional cost to the Commonwealth.

The A/E's cost estimate shall be in the systems format described in CPSM Chapter 5 and Appendix E. The estimate shall be provided at a level of detail commensurate with the current design phase. The A/E shall submit a cost estimate with each phase submittal. If the cost estimate indicates a potential problem in securing a bid within the "Design-not-to-exceed" cost, the A/E shall notify and work with the Owner to redefine the design concepts of space utilization, building efficiencies, materials of construction, etc., so that the estimated cost of construction does not exceed the "Design-not-to-exceed" cost.

Substantial changes in the project scope, such as those which affect the area (whether increase or decrease) or function of the proposed facility, must be justified by the A/E and may require the approval of the Governor or his designee.
13. **DESIGN ERRORS AND/OR OMISSIONS**

The A/E shall be responsible for all damages resulting from its negligent errors, omissions or negligent performance of professional services, and other breaches of the applicable standards of care established by the CPSM and/or under Virginia law.

Damages that the Owner may incur include, but are not limited to:

1. The Owner’s own costs for labor and other in-house costs;
2. Any resulting Contractor Change Order costs including the costs for demolition, cutting, patching, repairs, removal, or modification of Work that is already in place;
3. Any Contractor or Owner delay damages; and
4. Any judgments, fines or penalties against the Owner resulting from the A/E’s negligent errors, omissions or negligent performance of professional services and other breaches of the applicable standards of care.

The A/E shall not be responsible for the cost to correct equipment or systems which should have been originally specified, except the A/E shall be responsible for any increased costs, whether the result of inflation, reordering, restocking or otherwise, of incorporating the corrected Work into the Contractor's Contract Change Order as a result of the A/E’s errors, omissions or negligence.

For the purposes of determining the A/E's share of such costs for Work which has not yet been performed, the cost of Work performed by Contractor's Change Order shall generally be presumed to be 15% greater than if the Work had been included in the Contractor's original Contract. The A/E shall have the burden of disproving this presumption.

When determining the A/E’s contribution for Change Orders attributed to negligent errors, omissions or the negligent performance of professional services (where the work has not yet been done by the Contractor), the Owner/Agency should also take into account the actions and efforts of the A/E during the construction phase that were above and beyond the scope of its contract to assist the Owner in obtaining a timely, quality product.

The Commonwealth shall actively pursue reimbursement of damages resulting from the A/E's negligent errors, omissions or negligent performance of professional services or breaches of the applicable standard of care. Upon determination that there may be A/E financial responsibility involved, the A/E shall be contacted by the Owner in writing. The A/E shall be advised of the design deficiency, informed that it is the Agency's opinion that the A/E may be financially responsible, and requested to provide a technical solution to the problem, including cost
estimate. Upon notification of potential liability, the A/E should coordinate with the Owner to determine required technical support and timing to minimize delay costs. Pending final decision by the Owner, the A/E will be invited to attend all price negotiations with the Contractor for the corrective work. The A/E shall participate as a non-voting technical advisor to the Owner’s negotiator.

If the A/E refuses to cooperate in the negotiations or disputes its responsibility, the Owner shall have the right to proceed with the remedial construction and/or change order negotiations without the A/E.

All changes to the Contract Documents, whether to correct negligent errors or omissions, to accommodate unforeseen or differing site conditions, or Owner requested changes, must be made and documented by Change Order, using Form CO-11.
REQUEST FOR INFORMATION FORM (RFI)
(Use separate Form for each question submitted)

DEADLINE FOR SUBMITTING QUESTIONS IS:  Monday 11/20/17 (5:00 pm)

Date:___________________________

The following question references Section/Page of the RFP __________________________

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All responses to questions will be made by Addendum.

Question submitted by:

Name       Organization

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Or FAX to: (540)231-9345