Amendment/Addendum # 1

DATE: April 7, 2015
TO: All Offerors of Record
FROM: Greg Van Wart, Senior Buyer
SUBJECT: Amendment/Addendum #1 to P-376 Step 2 “Smith Brasher Hall Renovation”

This addendum becomes part of the Contract Documents.

Offerors are required to acknowledge receipt of this amendment/addendum in the space provided in EXHIBIT B PAGE 123:

STEP 2, “ADDITION RECEIPT ACKNOWLEDGEMENT AND ACCEPTANCE”

Respondents to this STEP 2, RFP must acknowledge and accept all Amendments/Addenda to this STEP 2.

Acknowledgment and acceptance of Amendment/Addendum, Specify Number(s) and Date(s) to this STEP 2, RFP. Do not acknowledge amendments/addenda from STEP 1 (if applicable) again.

Questions / Clarifications as follows:

QUESTION 1: We usually find the construction duration specified in Article 5 of the CMAR contract that is included in the RFP. In this instance the time from Notice to Proceed until Substantial Completion is defined as to be determined at a later date.

Is there any way that you can provide us with the anticipated construction duration that will be made part of the CMAR contract to be used?

ANSWER: CNM is looking at between 18 months to 24 month construction period. CNM is looking for the contractor to help set the timeframe.

QUESTION 2: What objective criteria will be used to determine if the Respondent has provided reasonable construction alternatives and design development information to CNM and the Design Professional?

ANSWER: This doesn’t seem relevant to responses to step two however please see the answer/clarification below.

This type of information is looked at in parallel to the competing applicants and evaluated based upon demonstration of project/CNM understanding and unique thinking.
After being awarded the contract, the identification, consideration, and analysis of construction alternatives are key to CNM’s process and goal of objective decision making. Consideration of alternatives leads to a solution that satisfies CNM’s need and yet shows good stewardship of capital dollars. CNM requests agencies to:

a. Explore and objectively evaluate all reasonable alternatives and for alternatives which were eliminated from detailed study, briefly discuss the reasons for their having been eliminated.

b. Devote consideration to each alternative in detail including the proposed action so that reviewers may evaluate their comparative merits.

c. Include the alternative of no action.

d. Identify the agency's preferred alternative or alternatives, if one or more exists, in the draft statement and identify such alternative in the final statement unless another law prohibits the expression of such a preference.

QUESTION 3: Since the Respondent did not establish the program nor did the Respondent set the MACC and therefore does not know if the MACC is adequate to build the desired program will the fact that Respondent cannot propose a mutually agreeable GMP Proposal meeting the MACC trigger a forfeiture of the Proposal bond?

ANSWER: This doesn't seem relevant to responses to step two however please see the answer/clarification below.

Your GMP proposal is based upon the MACC. The MACC is fixed. CNM and the Design Professional have been working within reasonable professional guidelines to establish the program in alignment with the fixed MACC. If upon Respondent award the Respondent reviews the MACC and budget and finds a misalignment, all three parties will be responsible to establish value engineering decisions to align the budget with the MACC.

QUESTION 4: Can CNM provide a construction duration to base the lump sum “Specified General Conditions Work”?

ANSWER: See above answer to question 1.

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