RFQ NU-FR-03
Flood Damage Restoration Architectural-Engineering Services

ADDENDUM 02
ISSUED 2/10/2021

This Addendum No. 2 consists of 4 pages and Exhibit A.

In accordance with Article 4.11 of the above-referenced RFQ, Proposers are responsible for ensuring receipt of all addenda and incorporating any changes into their proposal. Proposers shall acknowledge receipt of all addenda by listing those received in the SOQ. Northwood University reserves the right to reject a SOQ for failure to acknowledge receipt of any addenda.

PART 1: CLARIFICATION:
1. Section 11.1.1
   The fee percentage shall be computed by the formula:

   \[
   \text{FEE PERCENTAGE} = \frac{46.10}{\log (\text{AFC} (1975 \text{ BCI}/\text{Current BCI}))}
   \]

   1975 BCI: 1306
   2020 BCI: 6281

   1. REVISION:
   Remove Section 11.1.3 and replace with,
   Fee for basic services during design
   The Owner's AFC shall be used to calculate the fee through the bidding phase. The fee equals the product of the Fee Percentage using the formula in 11.1.1 multiplied by the Owner's AFC.

   \[
   \text{FEE} = \text{FEE PERCENTAGE} \times \text{AFC}
   \]

PART 2: Proposers Questions and Owners Responses:

Question 1: Is there an Architectural/Structural/Site Assessment Report from CSRS (or whomever) that you can share so that we can understand the scope of work?

Response 1: Northwood University (NU) is seeking to select a firm(s) based on qualifications outlined in Section 5.1 of the RFQ. The scope of the work is to restore facilities that were damaged by flooding. See RFQ Attachment A for the list of damaged facilities and area of damage for each facility. General damage includes, but is not limited to, walls, floors, cabinetry, openings, doors, fixtures, and MEP, and equipment. Per the initial phase of Basic Services described in the Standard Form of Agreement Between Owner and Architect ("the Agreement") Article 3.1, the selected
firm(s) will assist with the development of the scope of work specific to each damaged facility through their own assessments with the intent to validate and align the scope with the Owner's inventory of damages developed by the owner in coordination with FEMA. Upon award NU will share reports from a recent Flood-Damage Assessment effort performed only on Mechanical, Electrical and Plumbing systems of selected damaged buildings identified on Exhibit A and the Owner's inventory of damage for each project. Proposers may utilize such information at their own risk. Refer to RFQ NU-FR-03 Attachment A.

**Question 2:** Is the draft AIA contract (Exhibit B) going to be negotiated with the selected firm? There are a number of sections that need further discussion with NU and likely revision, deletion, etc. Additional contract questions related to scope, schedule, and compensation are as follows:

**Response 2:** There may be opportunity for negotiation, but not guaranteed.

**Question 3:** Article 1.1.3 - page 2 - can you provide the Cost of the Work for the Project even if it is estimated? If not, can you provide the AFC (Available Funds for Construction) mentioned in Article 11.1.2 - page 22?

**Response 3:** NU estimates the cost of the work, inclusive of all projects identified in RFQ Attachment A, to be approximately $8.5 million.

However, initial estimates for each project are being developed by NU in coordination with FEMA based on an inventory of damages. Once finalized these estimates will represent the AFC for each project. The selected firm(s) will then assist NU by validating and/or adjusting the project(s) estimates resulting from the restoration design prior to bidding the work.

**Question 4:** Article 3.1 (page 6) - can you share the 'restoration Scopes of Work and FEMA Grant Application Cost Estimates'? Also, just confirming that the text 'existing hurricane-damage assessments' is in error?

**Response 4:** The restoration Scopes of Work and FEMA Grant Application Cost Estimates for each damaged facility are being formulated by the Owner and FEMA. Upon award and completion, the selected firm will have access to this information to perform the initial phase of the Basic Services as described in the Agreement Section 3.1. The Agreement will be amended to remove the reference to hurricane-damage and replaced with flood-damage.

**Question 5:** Article 11.1.1 (page 22) - Please provide an example or additional information about the FEE PERCENTAGE equation as there are various BCIs shown on the internet, we do not understand the 46.10 number, and there is a need for an example AFC to evaluate. Our understanding is that the smaller the project the larger the fee percentage and visa versa as the scale increases yet need to have a better understanding of the order of magnitude of scope - per the previous questions.

**Response 5:** See Addendum Exhibit A that includes the 1975/2020 BCI and Schedule of Representative Fees. Compensation will ultimately be based on the actual cost of construction as described in Section 11.1.2.

**Question 6:** Article 11.1.8 (page 24) - Please provide the specific modifier for this project.

**Response 6:** For each flood-restoration project, the modifier will be between 1.0 and 1.25. NU is evaluating the complexity of each project and will determine the modifier specific to each project or
project grouping based on a determined project complexity. The following describes the criteria NU will use to determine the modification factor. The Agreement will be amended to include the following criteria:

(1) Modification factors. Prior to selection, the Owner shall have the discretion to evaluate the scope, function, complexity, image, and context of the project and apply modification factors listed below to the Designer’s compensation for basic services:

- Average Complexity (1.00 of basic compensation), to be determined by Owner—projects of conventional character requiring normal attention to design and detail, including complete mechanical and electrical systems.
- Medium Complexity (1.1 of basic compensation), to be determined by Owner—projects of special character and/or function requiring an above average level of skill in design and containing more than ordinary requirements of scientific, mechanical and electrical equipment.
- High Complexity (1.15 of basic compensation), to be determined by Owner—projects of highly specialized design character and function requiring a high degree of design skill and requiring extensive, or special scientific, electronic, mechanical and electrical equipment and design expertise.

(2) A renovation factor of up to 1.25 of applied fees, to be established and set by the Owner for each individual project, will be multiplied by the fee percentage to arrive at the fee for renovation projects, when determined by the Owner to be justified. This fee shall include verifying existing conditions and/or any other additional work incidental to renovation projects. The renovation factor will be set in proportion to additional work anticipated by the Owner. The renovation factor will not be applied to reroofing projects, except in unusual circumstances.

**Question 7:** Article 2 (page 24) - Are these hourly rates examples, or expected rates?

**Response 7:** The hourly rates are expected rates for additional services.

**Question 8:** Article 12.1 (page 27) - How will liquidated damages be assessed if the project scope and schedule are not defined at this time? Please provide any additional information you can share.

**Response 8:** The restoration projects will be funded through federally awarded grants facilitated through the FEMA Public Assistance program. Therefore, the associated work is subject to federally regulated timelines where completion of the work must comply with a designated period of performance. Unsubstantiated delay could put the federal funding at risk. Additionally, timely and full restoration to resume operations is in the owner’s best interest. Based on these two factors, time is of the essence. In consideration of these factors and the Architect’s Standard of Care, NU will work closely with the selected firm(s) to develop schedules for the delivery of complete documents for bidding the work for each project; and proceed with the assurance the project schedule(s) are endorsed by the Architect and with the expectation that any required deviation from the schedule that is of the fault of the Architect will be brought to the attention of NU along with a course of action to remedy the deviation. NU intends that liquidated damages may be assessed to remedy any damages that may occur upon unsubstantiated deviation from the endorsed deliverable schedule.

**Question 9:** Form 6 and 7 - Can you provide some assistance on what you are looking for us to determine/describe regarding the percentage of total services performed by a consultant (ie. civil engineer) if we do not understand the site scope related to the remainder of the scope?
Response 9: NU is seeking complete Architectural-Engineering Services for restoration of flood-damaged facilities. Proposers are expected to assemble a Project Team of consultants and sub-consultants as required to provide necessary services. See RFQ Attachment A for the list of damaged facilities and area of damage for each facility. General damage includes, but is not limited to, walls, floors, cabinetry, openings, doors, fixtures, MEP, and equipment.

NU is interested in understanding whether the Proposer can self-perform all architectural and engineering services or if the Proposer will enlist the services of sub-consultants and information about the sub-consultants. NU understands most of the scope will fall under the discipline of architectural services with a portion of the scope requiring MEP engineering services.

END OF ADDENDUM
## ADDENDUM 02 EXHIBIT A

### BCI FOR 2021 Fee Formula

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<tr>
<th>BCI</th>
<th>1306</th>
<th>1975</th>
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<tr>
<td></td>
<td>6281</td>
<td>2020</td>
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### SCHEDULE OF REPRESENTATIVE FEES FOR 2021

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