



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501

ADDENDUM #6
January 22, 2013

Project No. 2014-009
Request for Proposal
Design-Build 1063 Block Replacement Project
Olympia, WA

Addendum #1 was issued on 12/4/2013

Addendum #2 was issued on 12/11/2013

Addendum #3 was issued on 12/17/2013

Addendum #4 was issued on 12/23/2013

Addendum #5 was issued on 12/23/2013

Addendum #6 consists of the following two items:

1. 40 Questions and Answers regarding the RFP

Attachments include:

- Changes to Design-Build Contract
- Triangulated Irregular Network (TIN) Drawing
- All-Points.txt file
- Power Distribution Diagram

2. Preview information on future Addenda #7 and #8

This Addendum does not amend the due date or time for the proposals. Proposals continue to be due on February 20, 2014 at 3 PM.

#	Reference Section	Question or Comment	DES Response
1	General	Does the project need to address Water Rights with Department of Ecology if the project intends to reuse collected rainfall? Or is the project exempt from obtaining water rights for rainwater reuse?	According to the City of Olympia, several projects within the City of Olympia have used rain water harvesting, and addressing Water Rights with the DOE has not been an issue on those projects, so it is not anticipated that obtaining water rights will be required on this project.
2	Section 1 –Design-Build Proposal Requirements, II.0 Project Description Page 2 and Section 2 – Article 3.13.4 Page 19	<p>a. Are the operations and maintenance services part of the Contract? b. Are the operations and maintenance services included in the stated MADCC Budget of \$62,530,000? c. Are the operations and maintenance services to be added to the Contract as a negotiated Change Order?</p>	<p>a. No, operations and maintenance guarantee services are not part of design build contract or the energy performance guarantee. b. No, operations and maintenance costs are not part of the MADCC budget. c. The operations, maintenance and energy performance guarantee will be handled as a separate contract outside of the main design build contract. The \$420,000 associated with the guarantee is also not part of the MADCC Budget but will come from future operating revenues of the building. "Operation and Maintenance", for purposes of the guarantee, is defined in the RFP as pertaining only to components of the building that support environmental control systems.</p>
3	Section 1 – Project Description and RFP Information II.G.3 Page 7	Comments on the contract are due calendar 30 days prior to the RFP due date. RFP questions are also due 30 days prior to the RFP due date. This would be a deadline of January 20, 2014. Is the State of Washington open on January 20, 2014, Martin Luther King Jr, Day? If not, what is the date of the deadline?	Change the deadline for both contract comments and RFP questions to <u>February 3, 2014.</u>
4	Section 1 - Proposal Content, IV.A and IV.A.13 Pages 8-9	<p>Paragraph A states "<i>Provide nine (9) copies of the proposal in 8.5 x 11 inch 3-ring binder format . . .</i>"</p> <p>We request that the RFP Requirements be modified to require a copy of the Company Standard Safety and Health Program or a sample of a Site Specific Program from a similar project.</p>	<p>The RFP Requirements are hereby modified to require a copy of both the Company Standard Safety and Health Program, and the Company Standard QAT.</p> <p>In addition, the submittal may be limited to an electronic version of the Safety and Health Program and the Quality Assurance and Testing Program in keeping with the Sustainability goals of the Project and the State.</p>

5	Section 1- Proposal Content Paragraphs IV.A and IV. A.14 Pages 8-9	Paragraph A states <i>"Provide nine (9) copies of the proposal in 8.5 x 11 inch 3-ring binder format . . ."</i> We request that the RFP Requirements be modified to require a copy of the Company Standard QAT or a sample of a Project Specific Program from a similar project.	See response in 4. Above.
6	Section 1- Design – Build Requirements, IV.A.8 Energy Performance Program Page 9 and V.B, Proposal Evaluation Process, Page 15 and Section 2 - Design- Build Contract: Article 3, Paragraph 3.13.1 Energy and Sustainability Performance Requirement Measurements Page 19	a. We request DES provide the baseline hours of operations for the building (overall and/or by tenant/component) for the benefit of all proposers. b. Additionally, for those spaces that are to be 24 hour operational (or capable), please define how many days in a typical year that the design-build teams should use as a baseline in the energy analysis required.	a. Normal building operation hours are 6 AM to 6 PM. b. Predictable, year-round 24/7 operations are restricted to two divisions of WSP numbering a total of 18 people (16 for CRD; 2 for ESD). Occasional 24/7 operations by other tenant groups are not predictable and should not be included in modeling, but manual override capability should be provided for all tenant groups. Proposers should provide an EUI based on 24 hour cycle of building operations, including WSP.
7	Section 1- Design – Build Requirements IV.B – Design-Build Technical Proposal Pages 10-14 and Appendix, II, c. Energy Life Cycle Cost	a. Please provide more detail on how the Energy Life Cycle Cost Analysis (ELCCA) spreadsheet will be evaluated? b. The energy component is guaranteed for 5 years which holds Proposers accountable for this aspect. How does the State intend to hold Proposers accountable of the maintenance costs through Year 5? On the ELCCA sheet the column labeled First and Replace Costs, the instructions include planned periodic maintenance. How does the State intend to hold Proposers accountable to these listed costs? c. Please provide evaluation criteria and scoring, including exact	a. The Energy Life Cycle Cost analysis form will be used in conjunction with the RFP Section 1, IV, paragraph A.8 and 9 to evaluate the proposers overall approach, plan and program for the operations, maintenance and energy performance of the building. Specifically HVAC, lighting, renewable energy and domestic hot water should be analyzed on a ELCCA basis. There are other non-energy components and systems that need not be analyzed. There will be no points attributed

	Spreadsheet	<p>points assigned, for maintenance and lifecycle components, EUI, and Operations/Maintenance/Energy Performance/Sustainability (O/M/PE/S) requirements of the RFP.</p>	<p>specifically; however having reasonable and clearly explainable or documented input assumptions will be equally weighted to the overall results, i.e. LCCA total cost of ownership for scoring this factor.</p> <p>b. Proposers should outline their assumptions as to the maintenance, operations and energy costs and how they those costs have been developed including reference industry sources if used. The current ELCCA Guidelines for Public Agencies in WA State provides additional criteria and clarification to use for these assumptions. Proposer shall outline their maintenance costs /cycles and replacement costs / cycles within their proposal and reference the ELCCA Guidelines. Note any clarifications with respect to assumptions used. The selection team will review and evaluate as noted in response a. above. The State and proposers will mutually agree on other baseline criteria, proposed alternates and the potential factors that may affect the costs such as inflation, labor rate increases etc. The guarantee required will be through year 5 with recommendations to the State for future replacement, operations and maintenance.</p> <p>c. Other than the evaluation categories and assigned points listed in the RFP, no further assignment of points to subcomponents of these categories will be made. The evaluation committee will weigh and score submittals on their relative merits using accepted industry methodology and criteria such as described above.</p>
8	<p>Section 1 - Design – Build Requirements, IX.A Reservation of Rights, IX.A.1, IX.A.6 Pages 16-17</p>	<p>Under the provisions cited, it could be interpreted that it is possible that proposers submit responses that fully satisfy the requirements of the RFP and then have DES cancel the procurement/Project prior to executing a design-build contract and DES have NO obligations to the proposers for any costs.</p> <p>We do not think that is the State's intent or fair. Please clarify and/or coordinate the various references cited so there is no confusion.</p>	<p>See amended Section “1, IX.B Reservation of Rights” in attachment.</p>

9	Section 1 - Miscellaneous A and B Pages 19-20	Is it the State's intent, to the extent permitted by law, to provide for a fair and competitive procurement process, and to keep all Proposals confidential until execution of the Contract?	See amended Section " XI Miscellaneous " in attachment. The change to the RFP language provides protection under the limits it describes.
10	Section 2 - Article 2 - Responsibilities of Owner 2.2 - Hazardous Materials Pages 8-9	Resolve the conflict between Section 2 reference and Addendum 1, Appendix J - Design-Builder Owner Responsibility Matrix which indicates that "Asbestos Abatement/Hazardous Materials Remediation" is the responsibility of the Design-Builder. Is it the State's intent to remain responsible and liable for the existing on site hazardous materials and to contract to the Design-Builder for the lawful removal/remediation/disposal of those materials under the State's direction as part of the services for the Design-Build Contract which costs are to be included in the offered GMP?	The State intention is to share these responsibilities as indicated by Appendix J Matrix. See amended Article " 2.2 Hazardous Materials " in attachment.
11	Section 2 - Article 3 - Responsibilities of Design-Builder 3.3.3 - Standard of Care Page 10	The Standard of Care language is acceptable industry practice except the last sentence which reads: " <i>Notwithstanding the preceding sentence, Design-Builder agrees that if the Contract Documents contain performance standards for any aspect of the Work, the design services shall be performed to achieve such standards notwithstanding the standard of care set forth in the preceding sentence.</i> " The exception stated is dangerous and might amount to an uninsurable warranty. We request that the referenced sentence be deleted.	See amended Article " 3.3.3 Standard of Care " in attachment.
12	Section 2 - Article 3 - Responsibilities of Design Builder 3.3.6.1 - Interim Design Submissions Page 11	May the initial submittal be substituted for the required design submission at 40% - thus leaving only two required design submissions post-submittal?	No. The state requires three design submissions post-submittal corresponding to the percentages in the RFP. However, where the State and the selected Design-Build team agree to do so, early procurement of building components may proceed in advance of milestone design reviews.
13	Section 2 - Article 3 - Responsibilities of Design Builder 3.13. Performance Guarantee Page 19	Clarify aspects of the Performance, Operations and Maintenance Guarantee. Is the intention that the Design Build team actually provides O and M services? Will final completion be delayed for the duration of the Guarantee? Is a bond required for the Guarantee?	The RFP as currently worded does not require O and M services from the Design Build team, only a guarantee that mutually agreed to O and M expenses will not be exceeded for the first 5 years of the building occupancy. The expectation is that competing DB teams will attach conditions to the proposed terms of the Guarantee allowing them some degree of control and validation over O & M operations by DES staff. See response to Item 2 of this addendum for additional details.

			The Guarantee will be administered as a separate contract and Final Completion will not be delayed by the Guarantee. Bonding has been offered as an alternative means of assuring performance on the Guarantee. It is not required. Any such bond would be entirely separate from bonds required during construction.
14	Section 2 - Article 3 - Responsibilities of Design Builder 3.13.4 - Financial Guarantee Page 19	We request, that since the Design-Builder has no control over occupancy, the State consider starting the guarantee period at substantial completion.	See amended Article " 3.13.4 Financial Guarantee " in attachment.
15	Section 2 - Article 3 - Responsibilities of Design Builder 3.13.4 - Financial Guarantee and 3.14 - Design-Builder's Performance and Payment Bonds Pages 19-20	Is the performance bond referenced in 3.13.4 different than the maintenance bond referenced in 3.14? Please clarify exactly what bonds the State expects us to provide along with what warranty period.	See amended Article " 3.14 Design-Builder's Performance and Payment Bond " in attachment.
16	Section 2 - Article 6 - Payment Terms 6.1 - Initial Invoice Page 25	The limitation of \$200,000 as "full and complete compensation" in not fair and not in keeping with accepted industry-wide practice.	See amended Article " 6.1 Initial Invoice " in attachment.
17	Section 2 - Article 6 6.4 - Progress Payments and 6.4.2 – Retainage Page 26	We request the State consider allowing no retention for the design portions of the Contract Sum.	See amended Article " 6.4.2 Retainage " in attachment.

18	Section 2 - Article 6 6.8 - Record Keeping and Finance Controls Page 28	This paragraph requires access, right to audit, etc. for a period of three (3) years after Final Payment. How does this requirement relate to the five-year Performance Guarantee Period? Are all records for design, construction and operations & maintenance services to be available for three (3) years after the Performance Guarantee Period?	"Final Payment" refers to Final Completion of construction. Performance, O & M guarantee will be a separate contract.
19	Section 2 - Article 7 - Time For Performance, 7.2 - Guaranteed Completion Date(s) and 7.4 - Final Completion Pages 29-30	Please provide language in these clauses that addresses the relationship between Substantial Completion, Final Completion and the completion of the Performance Guarantee Period and related services.	See item #13 above.
20	Section 2 – Article 7, Time for Performance, 7.5.3 - Actual Damages for Late Final Completion Page 31	Actual Damages for late Final Completion are based on ". . . consultant, administrative, and other related costs attributed to the Project as a result of such failure". Obviously, the unknown nature and fact that these damages are not capped are problematic for risk management and Surety/bonding purposes. We request that this clause be removed. Or, if the State feels the clause/protection is necessary, then we request that these damages be specified and capped.	Article 7.5.3 remains as is. DES does not agree to cap actual damages.
21	Section 2 - Article 18 – Insurance, 18.1.1.1 - Insurance Coverage Page 51	States " <i>Coverage shall be in the amount set forth in Exhibit F - Schedule 18.1.</i> " Then the paragraph goes on to specify types and amounts of coverage. Please provide Exhibit F - Schedule 18.1 or confirm the listed coverage is the requirements.	See amended Article " 18.1.1.1 Insurance Coverage " in attachment.
22	Section 2 - Article 18 –Insurance, 18.1.1.4 - Insurance Certificates Page 51	This paragraph has a sentence that states, " <i>All insurance certificates shall name the Owner's Project insurer and Project titles.</i> " We do not don't understand what this is asking for here. Who is The State's insurer and what Project titles are you referring to? Please clarify.	See amended Article " 18.1.1.4 Insurance Certificates " in attachment.

23	Section 2 - Article 18 –Insurance, 18.1.3 – Errors and Omissions Professional Insurance Page 52	We assume that the statement requiring the Design-Builder to purchase and maintain professional liability insurance “. . . <i>in conjunction with the primary design consultant . . .</i> ” means that the contracting party for the Design-Builder can provide these requirements by subcontracting them to a design firm and does not have to purchase this coverage either with the design firm or in addition to the design firm. Please clarify.	Responsibility for insurance depends on the scope of work and how it is delineated between the two (or more) entities. If all the design work is being done by an entity separate from the Builder, the Design entity should be responsible for the Professional Liability (Errors & Omissions) coverage of their professional work. If direction is being given by the Builder in the Design work, both entities should carry E&O coverage.
24	Section 2 - Article 18 –Insurance, 18.1.3 – Errors and Omissions Professional Insurance Page 52	Please note that our E&O policies, like most companies, are written with limits "per claim" vs. the noted "per occurrence". Please consider changing the language to "per claim".	See amended Article “ 18.1.3 Errors and Omissions Professional Insurance ” in attachment.
25	Section 2 - Article 18 –Insurance, 18.1.2.1 – Insurance to be “All Risk” Page 51	Most Builders’ Risk (Course of Construction) Insurance does not provide Boiler and Machinery (Equipment Breakdown) coverage unless endorsed to the policy. This endorsement would cover loss to boilers and pressure vessels during installation as well as during testing until final acceptance by Owner.	See amended Article “ 18.1.2.1 Insurance to be “All Risk” ” in attachment.
26	Section 2 - Article 18 –Insurance, 18.1.3 – Errors and Omissions Professional Insurance Page 52	Almost all insurers will not guarantee an "extended reporting period" for E&O policies. We request that the State Please insert "or alternatively be renewed for 5 years" after "extended reporting period" to assure the protection we believe you are seeking.	See amended Article “ 18.1.3 Errors and Omissions Professional Insurance ” in attachment.
27	Section 2 - Article 18 – Insurance, 18.3 – Subcontractors’ Insurance Page 52	This paragraph requires the Design-Builder to require all subcontractors performing at the site, regardless of tier, to provide the same level of insurance coverage that is being asked of the Design-builder, or, in accordance with Exhibit F - Schedule 18.1. We request that the State: Consult with the proposers to carefully consider and then issue appropriate limits in the Exhibit F - Schedule 18.1.	See amended Article “ 18.3 Subcontractors’ Insurance ” in attachment.

28	Section 2 - Article 18 Insurance, 18.4 - Additional Insurance Provision Page 52	In order to take full benefit of the Subcontractors' Insurance provisions outlined in the Contract, please insert the highlighted words in the paragraph: <i>"For any claims related to this Project, Design-Builder's insurance coverage shall be primary insurance as respects the insurance maintained by the Owner, its officers, officials, employees and volunteers. Any insurance or self-insurance shall be excess of Design-Builder's insurance and shall not contribute with it."</i>	Article 18.4 remains as is. No change.
29	Section 2 - Article 23 - Prevailing Wages and Apprenticeship Pages 55-56	Are the workers employed in providing "operations and maintenance" services required by the Contract subject to the Prevailing Wages and Apprenticeship requirements of this Contract?	All workers are to receive prevailing wages. The contract does not require workers to provide any services related to operations and maintenance of the building. Although not "maintenance", workers engaged in any warranty work are subject to the prevailing wage requirement.
30	Section 4 - Design Narrative, 1000 – Architectural and Interior Finishes G, Public Art page 6, and Addendum #1 Responsibility Matrix	The design narrative states: "Public art should be provided as part of the open space design." 1. Is it the Design-Builder's responsibility to provide? Or DES?	Public Art is within the owner's responsibility and budget.
31	Section 4 - Design Narrative, 1070 – Electrical L.10 page 39	Poke-through devices are restricted to flush with hinged metal covers; I assume this would apply as well to any in-floor outlets for open office furniture. Please confirm.	Yes, all floor devices shall be flush.

32	Section 4 - Design Narrative 1030 – Site/Civil Design B.8 Page 13	Does DES have elevation and capacity information for the downstream storm system that the project is expected to connect to? (survey, GIS, City record drawings, etc. - for up to 1-mile or to final outfall, whichever is less).	According to the City of Olympia, the storm system downstream of the site is one of the oldest in the network and the City does not have good as-built information. The drawings the State does have indicate that storm water is combined with sanitary sewer in Capitol, Columbia, and 11 th Ave. A survey will likely be required to determine elevations and pipe sizes for the downstream analysis. Assume this will be an Owner expense.
33	Section 4 - Design Narrative, 1070 – Electrical D.1 page 34	Is the Capitol Campus 12.47 kV primary distribution system a radial system or is it a network system? Specifically, is it suitable to interface a PV system to the Capitol Campus primary distribution system?	Our system is essentially radial. Contractor shall provide reverse power relaying to prevent back-feed from the new building to the campus power system (although the State does have some manual switching capability for backfeeding portions of the campus). It appears unlikely that a PV system would contribute to the larger distribution system, rather than functioning at a building level, Our 3-phase, 12,470 volt, AC would likely require more conversion than feasible. The building PV system shall automatically disconnect from the power distribution system in the event there is loss of AC power from the building to the inverter(s) per UL 1741.
34	Section 4 - Design Narrative, 1070 – Electrical T.6 page 43	Where do we access the campus lighting control network?	Access point should be assumed to be near the intersection of 11th and Water Street. Extension from there to the new site is a project Design Build cost.
35	Section 4 - Design Narrative, 1070 – Electrical X.3 page 44	Where do we access the campus fiber optic fire alarm loop?	See Item 34 above.
36	Appendix: Survey	There appears to be Triangulated Irregular Network (TIN) associated with the survey, can we get the points in CAD that were used to generate that TIN?	See attached drawing called " PUY4042012SV-TINN.dwg " in 2007ACAD format. The file contains a TIN with 3D Faces. We recommend using this file, rather than points, because there is other 3D information needed to generate the TIN in addition to the points, such as the 3D breaklines. For all survey points, please see the file called " All-Points.txt ".

37	Appendix: Survey	Can we get elevation data for the existing lower floor spaces? Can DES provide as-builts of the 1063 parking garage and permit or design drawings of the east office building?	The existing plans for the 1063 Parking Garage were issued with Addendum #4. No plans for the building are currently in state archives. A thorough search by the city of their archives revealed nothing of value.
38	Appendix: Survey, electrical utility location Appendix: Survey	Please provide utility record drawings for the Capitol's electrical systems in the vicinity of the site, showing locations of the existing ducts and/or vaults the project is required to connect to.	See attached power distribution diagram.
39	Master Plan for the Capitol of the State of Washington, Page 6-4	Can we get a copy of the latest Campus Infrastructure Master Plan? Latest reference found was in the "Master Plan for the Capitol of the State of Washington", which discussed a 2001 Master Plan on Page 6-4 , but we have been unable to locate the document.	The Campus Infrastructure Master Plan is an outdated document with no current validity in regards to this project.
40	Addendum 3 - ITEM 1 - Questions and Answers From 12/09/2013 Meeting, #10	Assuming the successful design-build proposer is only responsible for "ensuring the energy management components of the operations," who will be doing the all the other building services (Whom will actually be monitoring and adjusting BMCS, lighting controls set points, hours of operation, etc.)? What is the State's plan to ensure the service provider properly maintains and operates the building? What remedies are anticipated by the State if the service provider operated the building improperly and causes the energy costs to be higher than the guaranteed amounts? Are any ongoing energy related services required of the Design-Build team as well?	The performance guarantee encompasses the operations, maintenance and energy performance of the building. Proposer shall outline within their proposal all the assumptions, constraints, exceptions and operational requirements for their performance guarantee as stated in RFP Section 1, IV paragraph A.8. Within the Measurement and Verification plan outline the planned reporting, validation and strategies to provide remedies and solutions to maintaining the building performance. DES intends to operate and maintain the building with State of Washington employees. It is assumed that some initial period of training State employees in the proper day to day operation and maintenance of building environmental control systems will be an integral means of implementing the energy, operations and maintenance guarantee.

Preview of future Addenda 7 and 8:

Addendum #7 will consist of:

- Answers to questions raised by teams in Proprietary Meeting #2.
- Authorization to teams to use West Capitol Campus chiller loop for building cooling. Full technical specs necessary for design decisions along with connection location will be provided. Use of the chiller loop will be at Teams' option, it will not be mandatory. However, decreased life cycle costs and potential reduced first costs may make the option attractive.
- Details of block face improvements requested by the City of Olympia. These will include curb bulb-outs at all four corners, street trees, and bike racks. No loss of site area will be required and plaza elements should not be affected.
- Increase in Design Build project budget by an additional amount of several million dollars. Exact amount has not been fully calculated at this time.

Addendum #8 will consist of:

- Answers to any additional questions not covered in Addendum #7.
- Changes to technical basis of design requirements (primarily MEP items) intended to allow for greater flexibility and cost effectiveness in the design of building systems. Major changes with impacts on building form, orientation, size, etc. will not be introduced.