

## ADDENDUM # 4

### MULTNOMAH COUNTY OREGON

May 4, 2015

Address all questions to:  
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**RFP NO:** 4000003514  
**TITLE:** Architectural and Engineering Services for the Multnomah County Central Courthouse  
**CLOSING DATE:** May 11, 2015 / NOT LATER THAN 4:00 PM

This Addendum is issued to the above referenced RFP to make the following clarifications:

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1. Question: Do items such as a cover, cover letter and table of contents count against the page limitation, or is the 30 page limit only in regards to content that fulfills the requirements of Sections 3.2.1-6?

Answer: The County isn't asking for a cover, a cover letter or a TOC so yes, the limit only applies to 3.2. 1-6. Please do not submit items not specifically asked for as they will need to be separated from the proposal and not evaluated.

2. Question: Given the requirement for Contractor Acknowledgement of each Addendum, should the signed Addenda be placed in the Appendix?

Answer: Yes, please add the highlighted sentence to the end of this paragraph in Section 1.3.1:

The deadline for submitting questions or protests is 4:00 P.M. on the date listed in the timeline. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by e-mail or mail to all persons or firms that have received the notification of solicitation from Purchasing, registered on the Purchasing website for this solicitation, or who signed-in at the pre-proposal conference (if held). Available addenda may also be downloaded from the Purchasing website [www.multcopurch.org](http://www.multcopurch.org). All such addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions or oral information concerning the specifications from County managers, employees or agents to prospective Proposers shall not bind Multnomah County. Purchasing shall issue all Addenda not less than five (5) calendar days prior to the Proposal deadline. Proposer will acknowledge receipt of any Addenda by authorized signature at the bottom of each Addendum and include as part of an Appendix to their proposal.

3. Question: On page 13 of 38 of the RFP, the safety of pedestrians and bicyclists during construction is the responsibility of the contractor as part of the construction means and methods and is not insurable for A/E firms. Please consider revising this additional item.

Answer: This is part of the Project description for the Project and is not intended to define a specific deliverable requirement for the A/E Service Provider for the construction means and methods. Safety of both bicyclists and pedestrians is critical to the success of the Project, and, therefore, the A/E Service Provider will be expected to design a new functional Courthouse that addresses these issues from an operational standpoint.

4. Question: Page 16 of 38 of the RFP and Exhibit B, Consultant Compensation, page 27 Of 39, both state that the County shall pay for services on a Not to Exceed (NTE) payment model. For clarity, do you mean a not to exceed fee percentage of construction, a fixed fee or a not to exceed Time and Material maximum?

Answer: Clarifications on the (NTE) payment model and Price Proposal and Fee Schedule will be provided to the top finalists that are selected for oral evaluation.

5. Question: Page 16 of 38, paragraph 2.12.1 Consultant Compensation, Are all sub-consultants required to provide an audit of their overhead expenses for the recent business year and a resultant nonbinding overhead rate?

Answer: Yes, during the contract negotiation period these will need to be provided. Per article 2.12.1 of the RFP "the A/E and its subconsultants must provide an audit of their overhead expenses covering the most recent twelve (12) month business year and a resultant nonbinding overhead rate"

6. Question: Page 17 of 38, 2.12.2 Price Proposal and Fee Structure, Does the price proposal and fee structure to be submitted at the time of the interview need to be for the whole team, including all of the listed sub-consultants or only the architects fee structure?

Answer: Yes. This will be clarified in the Price Proposal and Fee Schedule forms given to the top finalists that are selected for oral evaluation.

7. Question: How do you want the cost of the co-location for space rental, Information Technology Infrastructure, office furniture and equipment, etc. to be shown and/or listed?

Answer: Final co – location requirements have not been determined and will be established once the A/E and CM/GC are selected. Final costs for co-location will be evaluated with the successful teams that are selected through the RFP process. Finalists that will be asked to provide Fee / Price Proposal information will also be asked to provide a rough order of magnitude allowance for this cost. Final adjustments to pricing for co-location expenses will be reviewed and adjusted upon award to the successful A/E Service Provider during contract negotiations.

8. Question: Under attachment #8, Statement of Work, paragraphs, 1.2.1 ; 1.2.2 and 1.2.3 what is the intent related to the terminology of the design team providing services of doing analysis and providing direction on construction means and methods for structural and MEP systems, when this is a clear service to be provided by the CMGC and not insurable for A/E services?

Answer: The intent of these bullet points in 1.2.1 – 1.2.3 is to outline the expectation that the A/E Service Provider will provide support to the CM/GC as a collaborative member of the project delivery team. Language for these bullet points shall be revised as follows: Final adjustments to this language may be considered upon award to the Successful A/E Service provider during contract negotiations.

#### 1.2.1

- A/E Service Provider shall provide review support to the CM/GC in the conceptual analysis of

construction means and methods for Structural and MEP systems

1.2.2

- A/E Service Provider shall provide review support to the CM/GC in the Final analysis of construction means and methods for Structural and MEP systems

1.2.3

- A/E Service Provider shall provide review support to the CM/GC in the final direction on construction means and methods for Structural and MEP systems

9. Question: In attachment #8, shouldn't Responsibility Matrix, Consultant, Shoring/ (Underpinning) 3<sup>rd</sup> Party Peer Review be listed under the Owner's Representative or Owner, not under A/E supplemental services?

Answer: This should be listed as "Supplemental Services" to the A/E Service Provider

Service Line	Architect / Engineer BASIC SERVICES	Supplemental Services
<b>Consultant, Shoring / (Underpinning) 3rd party PEER review</b>		<b>X</b>

10. Question: Has the County, to date, had any discussion with the Portland Bureau of Transportation and the County's Bridge Department about any half street improvements that may be required by the project development related to Naito Parkway, Jefferson Street, First Avenue and Madison Street?

Answer: The County has met with PBOT and the County Bridge Department to discuss the project. More detailed discussions with PBOT and the County Bridge Department will happen in the future once the A/E Service Provider and CM/GC are under contract with the County.

11. Question: Section 3.2.1 C – IX, Audiovisual Consulting is listed with Electronic Security Consulting, Physical Security Consulting, and Blast Consulting. Can you clarify if these 4 services are to be responded to as separate consultancy / disciplines. If not, can you confirm which are to be grouped together.

Answer: A/E Service Provider may separate these consultancy disciplines into separate groups. (ix) was not intended to be prescriptive in requiring these consultancy disciplines to be under one grouping. We leave it to the A/E Service Provider to provide the groupings in the appropriate categories.

12. Question: Section 3.2.1 - C – VII, For Historic Preservation and Restoration Consulting, can you identify any specific scope or aspect of the project this sub consultant will be responding to.

Answer: No scope has been identified at this time. Refer to Attachment 8 Design Responsibility Matrix, as this work is considered a "supplemental service."

13. Question: Sections 2.6 and 4.83 (Minimum A/E Service Provider Requirements), Please clarify if, in case of a joint team Proposer, both or all members of the team are required to meet the Minimum

Requirements, or if this is required of the prime lead only.

Answer: Prime lead only.

14. Question: Section 2.6, with reference to clause 4.22 of Attachment 2 – Contract Form (Minimum A/E Service Provider Requirements – EEO), Please clarify if the requested EEO certification is achieved by signing the compliance acknowledgement in clause 4.22 of the sample contract, or if an additional form of certification is required from Multnomah County.

Answer: Yes, acknowledgement by signature.

15. Question: Section 4.0 (Joint Proposals) Kindly clarify if, the County would be open to adapting the sample contract for execution by 3 parties (i.e. signing a 3 party agreement between the prime proposing design firm, the County and a second proposing design firm) in order for the respective responsibilities of all 3 parties to be addressed in the same contract.

In the alternative, would the County be open to adapting the sample contract to include recognition of the second proposing design firm as a third party beneficiary in the contract that will be signed between the County and the prime proposing design firm?

Answer: The County is interested in signing one contract with the selected Proposer.

16. Question: Section 4.0 (Joint Proposals) and Section 4.8.2 (3) (Minimum Requirements – At the time of Proposal submission), Section 4.8.2 refers to a “draft” copy of the MOU to be provided with the proposal whereas section 4.0 refers to a “written” MOU. Please confirm if only a draft is required for the proposal submission on May 11, or whether this must be a final, signed version.

Answer: A Draft copy of the MOU is required. It does not need to be signed.

17. Question: Section 3.2.1 c) (Proposal Elements) and clause 1.3 of Attachment 2 – Contract Form, Please clarify if the Client will separately engage the required project sub-consultants, or whether all sub-consultants must be engaged by the ultimate awarded proposer/team?

Answer: The awarded proposer will engage the sub-consultants as identified in Attachment 8 Design Responsibilities Matrix. All services listed as “Architect /Engineer Basic Services” will be under the Prime A/E Service Provider’s agreement. Refer to Attachments 2, 3 & 8, which further delineate the Scope of Work and project deliverables for the Project.

18. Question: Attachment 2 Section 2.1.3: This provision can be interpreted as creating a warranty of compliance with applicable law and fitness for intended purpose, neither of which are insurable under a professional liability policy. Would the County accept a proposed edit to modify the section by inserting “reasonable interpretations of,” in the fourth line and deleting “for the purposes intended” in the sixth and seventh lines? These changes would preserve the applicability of the professional liability insurance coverage required by this contract.

Answer: The County has reviewed this language with the State of Oregon DOJ approved template for professional services and considers this language to be fair and reasonable and provides the necessary protections for the County for public projects with State Funding in the State of Oregon. The Consultant is not responsible for the construction means and methods, which the Consultant cannot control. This is addressed in the last sentence of this Section “except as to any deficiencies which are due to causes beyond the control of the Consultant.” Proposers may choose to include this item or similar comments as described in Section 3.2.8 of their Proposal.

19. Question: Attachment 2 Section 2.2: Sections in this Article create a number of contractual warranties which are not insurable under a professional liability policy. Would the County accept proposed edits to delete the words “and warrants” from 2.2; “for the intended purposes for which it was intended” in 2.2.8; “Contract requirements” (and replace with “Standard of Care”) in 2.2.9; and all of 2.3?

Answer: The County has reviewed this language with the State of Oregon DOJ approved template for professional services and considers this language to be fair and reasonable and provides the necessary protections for the County for public projects with State Funding in the State of Oregon. Proposers may choose to include this item or similar comments as described in Section 3.2.8 of their Proposal.

20. Question: Attachment 2 Section 4.5.2: The professional services indemnity includes the upfront duty to defend, which is not insurable under a professional liability policy. Would the County accept proposed edits to delete “DEFEND, SAVE,” and add a sentence: “CONSULTANT SHALL NOT BE OBLIGATED TO DEFEND THE COUNTY OR STATE AGAINST CLAIMS, SUITS OR ACTIONS DESCRIBED IN THIS SECTION 4.5.2, HOWEVER CONSULTANT SHALL REIMBURSE COUNTY AND STATE FOR THEIR REASONABLE ATTORNEYS’ FEES AND EXPENSES INCURRED TO THE EXTENT ANY COURT, ARBITRATOR, OR OTHER DISPUTE RESOLUTION FORUM DETERMINES THE SAME WERE CAUSED BY CONSULTANT’S PROFESSIONAL NEGLIGENCE.”?

Answer: Revise Language as follows: Strike the word ~~DEFEND~~ from this clause and insert the parenthetical phrase.

4.5.2. CLAIMS FOR PROFESSIONAL NEGLIGENCE. CONSULTANT SHALL INDEMNIFY, ~~DEFEND~~, SAVE, AND HOLD HARMLESS MULTNOMAH COUNTY, THE STATE OF OREGON, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING PROMPT REIMBURSEMENT OF COUNTY’S AND STATE’S ATTORNEY’S FEES AND COURT COSTS INCURRED IN DEFENDING SUCH CLAIMS) AND EXPENSES OF WHATSOEVER NATURE ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

21. Question: Attachment 2, Exhibit A. Project Philosophy (i): This provision can be read as a contractual promise to deliver a LEED Gold certified building. A designer cannot guarantee that a building will achieve accreditation as many factors are beyond its control. Would the County accept a proposed edit to modify the language to delete “The new facility will achieve” and replace with “Produce a design capable of achieving”? Additionally, will similar language be included in the County’s other contracts to be executed for all vendors and contractors on this development?

Answer: LEED Gold or better is the County Standard. Refer to Attachment 9 Board Resolution No. 08-004. This language is being addressed in other RFP solicitations such as the CM/GC RFP solicitation which was issued on May 1st 2015.

22. Question: Attachment 2, Exhibit C, 1(b): Can the County confirm that the required professional liability insurance can be written on a \$5M per claim/aggregate basis (in lieu of the current \$5M per occurrence)?

Answer: Exhibit C 1 (b) as outlined below shall remain unchanged. This is the Standard insurance language as approved with the State of Oregon DOJ approved template for professional services, and County considers this language to be fair and reasonable and provides the necessary protections for the County for public projects with State Funding in the State of Oregon.

PROFESSIONAL LIABILITY

Required by Agency  Not required by Agency.

Professional Liability. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the Services to be provided under this Contract. Consultant shall provide proof of insurance of not less than the following amounts as determined by the Agency:

\$(5,000,000) Per occurrence limit for any single claimant; and

\$(5,000,000) Per occurrence limit for multiple claimants

Proposers may choose to include this item or similar comments as described in Section 3.2.8 of their Proposal.

23. Question: Attachment 2, D.2.02: Indicates that the Consultant must confirm existing conditions and cannot rely on Owner-furnished As-Built documents. Would the County accept a proposed edit to modify the language to allow Consultant to rely on As-Built information to the extent permitted by the Standard of Care?

Answer: No changes. The County has reviewed this language with the State of Oregon DOJ approved template for professional services and considers this language to be fair and reasonable and provides the necessary protections for the Owner for public projects with State Funding in the State of Oregon. Proposers may choose to include this item or similar comments as described in Section 3.2.8 of their Proposal.

CONTRACTOR ACKNOWLEDGEMENT OF ADDENDUM: \_\_\_\_\_

c: JD Deschamps, Mike Day  
Paula Rickman, Tessa Steele  
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