



Request for Proposals: Professional Design Services for the
Redevelopment of Dekum Court
RFP# 08/19 - 399

Addendum #1 Published on 08/27/2019

QUESTIONS

The following questions were asked either through email or at the pre-proposal conference on August 19, 2019. Questions are paraphrased and are based on Home Forward's understanding of the intent of the question. If the question as written below does not accurately represent the inquiry, please contact Celeste King, 503-802-8541, celeste.king@homeforward.org.

Q01 Will the CM/GC be part of the master planning phase?

A01 No, the CM/GC selection process will follow the A&E selection process. If the CM/GC contract is executed prior to the completion of the master plan phase deliverables, the CM/GC *may* be asked to advise on constructability, the proposed construction phasing plan and similar issues.

The CM/GC will not be asked to provide a cost estimate for the master plan. The development team will work within the constraints of the proforma budget and current industry standards for \$/sf.

Q02 Which design firm prepared the illustrative materials included in Metro's Phase 1 Concept Endorsement Staff Report? Did this firm have any involvement in early discussions with tenants and neighbors?

A02 The preliminary feasibility work—survey, site plans and building massing—was completed at the request of Metro in 2018. Holst Architecture provided the site plan and building massing studies. There was no engagement with residents or the broader community—the goal was to demonstrate project viability within a tight turn-around time.

Q03 Is there a preference for LEED or Earth Advantage certification?

A03 There is no preference, although 3rd party certification is likely. When a specific program is not required by a funder, as is the case with Dekum Court, Home Forward typically pursues the most sensible program given the building use, construction type, mechanical systems, etc. This decision will be made in consultation with the A&E Team.

Q04 Will this project involve the N/NE Oversight Committee?

A04 The current expectation is that it will not.

Q05 What is the budget for the redevelopment of Dekum Court?

A05 The total development costs of the project are \$66.5 million.

Q06 Will Metro be assuming an active role in the design process?

A06 No, there is no expectation that Metro staff will be involved in the design process.

Q07 How might Portland City Council's adoption of Better Housing by Design affect the Project's timeline and planning?

A07 Staff in the Bureau of Planning & Sustainability have advised Home Forward that Council hearings on BHBD are scheduled to begin in early October 2019 and the new code is likely to be effective in

January 2020. Design work will comply with BHBD. If BHBD is delayed or challenged, this strategy will be revisited.

Q08 What is the anticipated on-site parking spaces/unit ratio for the Project? Is there any expectation that these are to be either surface or structured parking?

A08 The parking ratio will be determined during the master plan phase. The target ratio is between 0.33 and 1.0 spaces per unit. Assume site parking rather than structured parking.

CLARIFICATIONS

The following items are general clarifications and additional information.

C01 III. Submission Requirements, A. Content Specifications, 3. Design Portfolio

Proposers may submit no more than 1 example of master plan work—built or unbuilt—within their design portfolio section of their Proposal. Projects under construction may be included in the portfolio provided they are fully entitled and the contractor has mobilized.

CHANGES

The following items are changes to the Solicitation Documents.

Ch01 AIA B-101 Exhibit B: Insurance Requirements

Exhibit B is replaced with an updated version that amends the Professional Liability Coverage limits. The required limits for Professional Liability insurance are hereby amended to \$2,000,000 per claim and \$4,000,000 aggregate.

EXHIBIT B**INSURANCE REQUIREMENTS**

As a condition precedent to payment, Architect will at all times specified herein provide and maintain for itself and require the Consultants to provide and maintain the following types and the following minimum limits of insurance written on an occurrence basis by a company or companies rated A/IX or better in the most recent edition of "Best's Insurance Guide" (or such lesser rating as may be approved by Owner in writing) and authorized to do business in the state where the Project is located.

A. Workers' Compensation and Employer's Liability:

- (i) Workers Compensation, with limits as required by applicable law. Coverage will be maintained for the duration of the applicable statute of repose.
- (ii) Employers Liability:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease, Policy Limit
 - \$1,000,000 Disease, Each Employee
 Coverage will be maintained for the duration of the applicable statute of repose.

B. Commercial General Liability (Occurrence Form):

- (i) Combined Bodily Injury and Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$50,000 Fire Damage Legal Liability
 - \$10,000 Medical Expenses Per Person
- (ii) The scope of coverage must meet the following:
 - (1) Premises Operations must be included.
 - (2) Elevators and Escalators must be included.
 - (3) Coverage for Independent Contractors and work performed on Architect's behalf by the Consultants must be included.
 - (4) Contractual Liabilities must be included (including the contract obligations specified in the indemnification paragraph(s) of this Agreement)
 - (5) The Products and Completed Operations Insurance will be maintained for the duration of the applicable statute of repose.
 - (6) There can be no exclusions for subsidence, collapse, explosion or underground property damage.

- (7) There can be no insured vs. insured cross-suit exclusion. The policies will provide for cross-liability coverage as would be achieved under the standard Insurance Services Office “separation of insureds” clause.
- (8) There can be no Montrose language, anti-pyramiding exclusion, or exclusion limiting coverage to damages which first begin to occur within the policy period.
- (9) There can be no residential exclusion, “for-sale” exclusion, condominium exclusion, or multifamily exclusion, nor can there be an exclusion for mold, fungus, water intrusion or water damage.
- (10) The limits will not be eroded or wasted by defense costs.

C. Commercial Business Auto:

- (i) Combined Bodily Injury and Property Damage
\$1,000,000 Each Accident
- (ii) The following coverages must be included:
 - (1) Owned Automobiles
 - (2) Non-Owned and Hired Automobiles
- (iii) Coverage will be maintained for the duration of the applicable statute of repose.

D. Professional Liability Coverage:

- (i) \$2,000,000 Each Claim
- (ii) \$4,000,000 Aggregate
- (iii) There can be no residential exclusion, “for-sale” exclusion, condominium exclusion, or multifamily exclusion, nor can there be an exclusion for mold, fungus, water intrusion or water damage.
- (iii) Coverage will be maintained for the duration of the applicable statute of repose.
- (iv) Pollution Liability and Hazardous Materials Liability must be included.

E. Excess/Umbrella Liability Coverage:

- (i) \$3,000,000 Each Occurrence
- (ii) \$3,000,000 Aggregate
- (iii) Coverage will be at least as broad as all liability policies described above, except Architect’s Professional Liability Coverage.
- (iv) Coverage shall be carried for the duration of the applicable statute of repose or for ten (10) years after substantial completion, whichever is longer.
- (v) The policy must provide that coverage will be triggered by exhaustion of the applicable policies above only and not any other policies; exhaustion of the applicable policies above shall be achieved by reasonable compromise for amounts less than the full limits of such applicable policies.

F. Evidence of Insurance; Certified Copies of Policies. Evidence of Architect’s and the Consultants’ insurance in a form satisfactory to Owner, along with copies of all endorsements

necessary to evidence compliance with all insurance requirements, will be filed with Owner prior to commencement of the Services. For those insurance coverages that are required to remain in force after Final Completion, additional evidence of continuation of such coverage will be submitted as part of the application for final payment and upon each annual renewal for the duration of coverage required. Upon Owner's request at any time, Architect will immediately provide an actual certified copy of its insurance policies. Provision of the insurance evidence and copies of policies as required herein will be a condition precedent to payment.

- G. Notice of Cancellation, Reduction or Expiration.** The insurance policies required by this Exhibit will be endorsed to include a covenant that coverages or limits afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner. In addition, Architect and the Consultants will give immediate written notice to Owner immediately upon learning that their coverages may be cancelled. Within three (3) business days of Owner's request, Architect shall provide written notice of any claims asserted against Architect or any actual reduction in the available limits of Architect's insurance. When Architect becomes aware of cancellation or expiration of its insurance or reduction in its coverage or available limits below three million dollars (\$3,000,000), Architect within three business days will procure other policies of insurance that meet all requirements of this Exhibit.
- H. Owner's Right To Terminate or Cure.** Failure of Architect or one of the Consultants to secure and maintain insurance with the coverages and limits required by this Exhibit will be a material breach of this Agreement entitling Owner, in its discretion and without waiving any other remedies, to (i) withhold payments or recoup payments already made to Architect for services performed on the Project, (ii) terminate the Architect for cause, and (iii) purchase any additional insurance it deems reasonable necessary to protect itself at the expense of the Architect. Architect consents to Owner procuring replacement insurance in Architect's name and will cooperate in all respects with Owner's efforts in procuring additional or replacement insurance. Owner will have the discretion to purchase an Owner's protective policy or other similar policy that affords to Owner coverages and limits providing reasonably equivalent protections as Owner would have received if Architect and the Consultants maintained the insurance required by this Exhibit. Owner's costs incurred in finding replacement insurance or an Owner's protective policy will either be reimbursed directly by Architect or may be offset against amounts owed by Owner to Architect on the Project or other projects. These requirements will remain enforceable for the duration of the applicable statute of repose.
- I. Insurance In Excess of Requirements.** If Architect or any of the Consultant(s) purchase insurance in excess of the coverages or limits required under this Exhibit, such excess coverages or limits will apply to the Project and inure to the benefit of Owner.
- J. No Waiver by Owner.** The insurance requirements under this Exhibit can only be waived or modified by Owner by an express written instrument signed by Owner acknowledging the reduced coverages or limits. No other act or omission by Owner or its agents, including but not limited to (i) implicit or verbal acceptance or approval of reduced coverages or limits or (ii) failure to require proof of compliant insurance, will amount to Owner's waiver of the insurance requirements of this Exhibit.
- K. Consultant Insurance.** All of the Consultants' insurance will meet all insurance requirements of Architect as provided in this Exhibit, including, but not limited to, the types of insurance, extent and durations of coverages, and notice requirements, except that the limits of insurance for Consultants will be no less than the following:

- (i) Workers' Compensation and Employer's Liability: same as above.
- (ii) Commercial General Liability (Occurrence Form): Combined Bodily Injury and Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations Aggregate
 - \$ 50,000 Fire Damage Legal Liability
 - \$ 10,000 Medical Expenses
- (iii) Business Auto Policy: same as above
- (iv) Professional Liability per occurrence and aggregate limits:
 - (1) structural subconsultant: \$2,000,000/\$4,000,000
 - (2) civil subconsultant: \$2,000,000/\$4,000,000
 - (3) mechanical subconsultant: \$2,000,000/\$4,000,000
 - (4) landscape architect: \$2,000,000/\$2,000,000
 - (5) envelope consultant: \$2,000,000/\$4,000,000
- (v) Excess/Umbrella Liability Coverage:
 - (1) structural subconsultant: \$3,000,000
 - (2) civil subconsultant: \$3,000,000
 - (3) mechanical subconsultant: \$3,000,000
 - (4) landscape architect: \$3,000,000
 - (5) envelope consultant: \$3,000,000

L. Waiver of Subrogation. All of Architect's and the Consultants' liability insurance policies, including worker's compensation, will contain a waiver of subrogation against Owner and its affiliates, subsidiaries, directors, managers, officers, employees and agents.

M. Additional Insureds. All of Architect's and the Consultants' liability insurance policies (except professional liability insurance) will be endorsed to name Owner and its members, affiliates, subsidiaries, directors, managers, officers, employees and agents as additional insureds (using ISO endorsements CG 20 10 07 04 and CG 20 37 04 13 or equivalent for Owner and CG 20 38 04 13 and CG 20 37 04 13 for other additional insureds). The coverage under the additional insured endorsement will (i) be primary and noncontributory with respect to any insurance of the additional insureds, (ii) provide the same coverages and limits to the additional insured as are afforded to the primary insured as required by this Exhibit, and will not be limited to vicarious liability, (iii) not be limited to on-going operations, (iv) be maintained for the same durations as the coverages afforded to the primary insured as required by this Exhibit and blanket endorsements will not be acceptable. As project funding is secured, persons or entities affiliated with Owner may require additional insured status and Architect shall secure such endorsements.