# Construction and Engineering Services for Underground Construction: PacWave South

## RFP #2020-002182

## ADDENDUM NO. 11

ISSUE DATE: March 27, 2020

**CONTRACT ADMINISTRATOR:**
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This Addendum is hereby issued to inform you of the following revisions and or clarifications to the above-referenced RFP and/or the Contract Documents for the Project, to the extent they have been modified herein. Any conflict or inconsistency between this Addendum and the Solicitation Document or any previous addenda will be resolved in favor of this Addendum. Proposals shall conform to this Addendum. Unless specifically changed by this Addendum, all other requirements, terms and conditions of the Solicitation Document and or Contract Documents, and any previous addenda, remain unchanged and can be modified only in writing by OSU. The following changes are hereby made:

MODIFICATIONS:

**Item 1 -** Section 10 'Submission,' subsection 10.1 is removed and replaced with the following as a result of a change of proposal submission to digital online submissions only:

**10.0 Submission**

**10.1**

Each Proposal shall be submitted electronically and received by the date and time as stated in this RFP. Submit one (1) electronic copy of the Proposal via e-mail to **bids@oregonstate.edu** by the Proposal Due Date and Time and properly addressed to the Contract Administrators. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

Your proposal response must be contained in a digital document **not to exceed twenty-five pages** including the pricing sheet, pictures, charts, graphs, tables and text the proposer deems appropriate to be part of the review of the proposer's response. CV's or Resumes of key individuals proposed to be involved in this Work are exempted from the twenty-five page limit and should be **appended to the end of your response**. No supplemental information to the twenty-five page proposal response will be allowed. Appended CV's or resumes of the proposed key individuals, along with a transmittal letter, table of contents, front and back pages, and blank section/numerical dividers, etc., will not be counted in the twenty-five page limit.

Information should **be presented in the same order as the above evaluation criteria**. **The electronic proposal response should be sized appropriately for transfer (under 8 MB).** The basic text information of the response should be presented in standard business font size, and reasonable margins. All information provided should be induded in both written and electronic submittals.

**Your proposal response must be signed by an authorized representative of your company with the authority to bind the Proposer and contain contact information including email for communication purposes. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.**

OSU may reject any proposal not in compliance with all applicable OSU solicitation procedures and requirements, and may cancel this solicitation or reject for good cause, all proposals upon a finding by OSU that it is in the public interest to do so.

Note that OSU will not accept proposal responses or queries that require OSU to pay the cost of production.

**Telephone, facsimile, or paper submittals will not be accepted. Proposal responses received after the closing date and time will not be considered.**

**Item 2 – Add Exhibit D 'Sample Design-Build Agreement' as separate PDF attachment.**

****IMPORTANT NOTE TO PROPOSERS****

*This Design-Build Agreement is a SAMPLE and therefore subject to modification in negotiations with an Apparent Successful Proposer. No additional question and answer period will be provided. For questions related to this Sample Agreement, Proposers are directed to Section 7.5 'Contract Award' of the RFP which instructs Proposers to clearly identify and append in their Proposal submission any/all exceptions to the Terms and Conditions included in the Sample Contract (including General Conditions). Please see Section 7.5 of the RFP for additional details.*

**Item 3 – Remove Design Phase Stages (initial, intermediate, and final) in Addendum #9 and replace with the following:**

Kick Off Meeting.
D-B Contractor and Owner will conduct Project Kick Off Meeting with the Conceptual Design presented in the RFP. The RFP Conceptual Design serves as the baseline design for the Work, for which additional options are to be considered. D-B Contractor shall present detailed options to OSU at the Kick Off meeting and perform full investigations of each design option prior to the Preliminary Design Review. The period between Kick off and PDR involves investigation of options, Value Engineering (compare added cost vs. value to the project) and down selection to the final project plan.

- During the Preliminary Design Review ("PDR") stage of the Design Phase, the D-B Contractor's team will deliver the Preliminary Design Deliverable. D-B Contractor will complete schematic design and produce associated documents – all with periodic review and approval by OSU staff. Expected deliverables during this stage include, but are not limited to:
    - Approximately 25-35% complete Drawings and Specifications

- Final set of specifications for design, detailing design requirements and means.
- Product Cut Sheets
- Expected Performance Calculations
- Expected Construction Cost via updated Estimated Pricing Amendment Sum(s)
- Updated Design Schedule(s)
- Expected Construction Schedule(s)

PDR may begin upon OSU's approval, when all options have been investigated and a design plan is selected. These options and the decision basis are presented during PDR.

- During the Critical Design Review ("CDR") stage of Design, D-B Contractor's team will deliver its Critical Design Deliverable. D-B Contractor will complete design development and prepare associated documents – all with periodic review and approval by OSU staff. Expected deliverables during this stage include, but are not limited to:
  - Approximately 60-70% complete Drawings and Specifications
  - Detailed budgets and schedules.
  - All plans, drawings, components, specifications necessary to proceed to construction phase.
  - All materials are identified with lead times determined.
  - Detailed contingency plans are provided for final review
  - Contingency plans (and other) are forwarded to permitting for review, comment, and approval following CDR.
  - Product Cut Sheets
  - Design Calculations
  - Performance Calculations
  - Updated expected Construction Cost via updated Estimated Pricing Amendment Sum(s)
  - Updated expected Construction Schedule

  CDR is the critical go/no-go decision point for the project. The design is well detailed, as are budgets and schedules.

  Following CDR, the project engineering team will proceed with incorporating any comments from CDR and will finalize the design documents. Permitting agency comments will be incorporated into the final product. Long lead materials will be ordered

- The Final Design Review ("FDR") stage of the Design Phase commences when OSU approves the Final Design Deliverables. D-B Contractor will then prepare the applicable Pricing Amendment Documents and the applicable Pricing Amendment. Expected deliverables during this stage are:
  - Pricing Amendment Documents (65% or greater completion)
  - All designs, calculations, specifications, drawings are complete and prepared for production.
  - Pricing Amendment for the management, permitting, construction and commissioning of the Work including all required close-out and documents Including Construction Schedule, Pricing Agreement, Qualifications and Assumptions, etc.
  - All applicable documents sealed by licensed professionals in the appropriate discipline as and when necessary for permitting, approvals, and commencement of construction

**Item 4 – remove the first paragraph of the Addendum #9 Design Phase Cost Proposal criterion and replace with:**

The Fee Proposal for all Design Phase Services up through and including Construction Administration Services and Project Closeout (including all Contractor Pre-Construction Services) shall be on a time and materials cost reimbursement basis up to a maximum not-to-exceed amount. This should include a listing of the types of personnel (and their rates) participating in the work and an estimate of the hours and fee by task as listed above.

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QUESTIONS:

**Item 5 –**

a. **Q: Will the project selection be based on the Design Fee? The Oregon Revised Statutes prohibit selection of an Engineer based on fee. A fee can be submitted with the proposal; however, the selection must be qualification based. Is OSU requesting costs for both engineering and construction in the RFP in order to base the selection? If so, how will the construction costs submitted relate to the Pricing Amendments? Will the pricing amendment be based on the final design or will it be tied to the proposal cost?**

   **A:** Under ORS 352, Oregon State University is a Public University of the State of Oregon granted authority to conduct its own public procurements. OSU follows its own procurement standards and policies in compliance with any funding requirements that may apply to the procurement.

b. **Q: For Value Engineering Services, does OSU want an outside engineering firm to perform the value engineering or will value engineering be part of the design process at the review stages? If VE services are required from outside firms, does OSU want a professional VE firm to organize the session (including finding outside experts)? Would you expect a VE consultant on each team?**

   **A:** For the purposes of this solicitation, proposers may assume any Value Engineering work to be performed will be done internal to the design process. The Contractor will assist the OSU team to understand the Value Engineering construction options so these can be compared against the cost and schedule impact of other project elements.

c. **Q: Will the question period be extended to allow responders to submit questions on the contract provisions?**

   **A:** The question period may be extended but not for the purpose of allowing questions on the contract provisions. Per Section 7.5 'Contract Award' of the RFP directs proposers to clearly identify and append in the Proposal submission any/all exceptions to the Terms and Conditions included in the Sample Contract (including General Conditions). Please see Section 7.5 of the RFP for additional details.

d. **Q: Since the contract has not yet been released, extending the question deadline, will the date that the RFP is due be extended as well?**

   **A:** See response to question 'c.'

e. **Q: Can you define "periodic" reviews? Will full sets of drawings and specifications be required for the periodic reviews or will these reviews be less formal than the review at 25-35%.**

   **A:** For the purposes of this solicitation, the OSU project team includes representatives dedicated to and responsible for successful completion of the Work. A primary OSU point of contact (Owner Parties) will be designated. The Owner Parties will be heavily involved in project design including daily to weekly contact via

e-mail and phone as well as on-site visits as required to maintain real time involvement in project design decisions. The Owner Parties will be versed in interconnected project elements to ensure that design decisions reflect overall project needs. The Owner Parties will be on-site throughout the construction process to monitor daily progress, keep the OSU team up to speed and provide on-site decision making and direction as needed.

Formal project design reviews are expected to include a detailed review of project plans, specifications, drawings, calculations etc. Given day-to-day involvement of the Owner Parties, content of design review information should be known to the Owner Parties and will provide an opportunity to review design decisions with OSU team members not directly involved in day-to-day developments of this project element. Proposer shall anticipate submitting to Owner Parties monthly Progress Reports, which shall include: (i) Work completed for the reporting period; (ii) an updated Work Schedule, Design Schedule and Construction Schedule, as applicable; (iii) an updated Submittal log including a summary of outstanding Submittals; (iv) pending and approved changes under *Article 10* of the General Conditions in the Sample Design Build Agreement; (v) test and inspection reports; and (vi) current total Reimbursable Expenses.

Beyond the frequent correspondence, proposers should assume a weekly teleconference/web meeting of 1 to 1-1/2 hours total to update project team members and discuss design issues and decisions. Engagement by OSU throughout the design process is expected to minimize review periods. Proposers should assume 2 weeks review of Preliminary Design Review ("PDR") documentation, 6 weeks review of Critical Design Review ("CDR") documentation and 2 weeks review of the Final Design Review ("FDR") products. Four (4) formal meetings and design reviews (as discussed previously) should be assumed as follows:

- Kick-off Meeting
- Preliminary (~25-35%) Design Review ("PDR")
- Critical (~50-60%) Design Review ("CDR")
- Final (100%) Design Review ("FDR")

As discussed in following Q&A responses, output from the CDR will include documentation (contingency plans etc.) to be submitted to permitting agencies for review. Proposers should assume 6 weeks from completion of CDR for permitting agency review, prior to incorporation of responses into the final design package.

**f. Q: For scheduling purposes, how long should we allow in our schedule for OSU reviews at each design milestone (25%, 60%, and Final design)?**

**A:** Please refer to Question #5 for further detail. The kickoff meeting and each formal design review should be assumed to occur over a two-day period each. Meetings shall include a combination of in-person and any remote personnel as needed, with key persons (customer or vendor as appropriate) expected to attend on-site, in-person. The venue for each of these meetings and reviews will vary as appropriate, but for estimating purposes, the following venues should be assumed:

- Project Kickoff Meeting
  - Location: OSU Corvallis & Newport

- Preliminary (~25-35%) Design Review (PDR)
  - Location: Vendor Offices

- Critical (~50-60%) Design Review (CDR)
  - Location: OSU Corvallis & Newport

- Final (100%) Design Review (FDR)
  - Location: Vendor Offices

**g. Q: Please define what is meant by providing a pricing amendment for the pricing amendment. Is this meant to cover pricing amendments during construction (commonly change order requests)?**

**A:** The Pricing Amendment sample is provided in the sample Design Build Agreement in the RFP. The Pricing Amendment is a single amendment document to the Design Build Agreement that outlines the additional terms and conditions for the construction phase of the Work. Any changes to the construction phase of the Work after the Pricing Amendment is executed, would be done through a change order as a separate document.

**h. Q: Does the solicitation of quotes for sub-contractors include the HDD Contractors? Some teams will have a General Contractor as the Prime DB firm who is teamed with an HDD Contractor (as a sub). The team's approach to the proposal will be based on innovation developed in conjunction with the HDD Contractor (sub) for the work. If the HDD work is going to be competitively bid after design, it will be difficult to get HDD Contractors to participate in the DB Proposal and OSU will lose the benefit of their innovation.**

**A:** Please refer to response to Question ll.

**i. Q: Where can we find information on the OSU standards for sustainable development?**

**A:** Sustainable development standards, as applicable, will be provided in the sample Agreement to the RFP.

**j. Q: Typically, the contractor participates in the design on a DB project in order to gain the value of their experience and to develop a design that is consistent with their experience and best practices. Does OSU intend to have costs from the Contractor for the engineering services phase?**

**A:** Yes, in general, if the Design Build Contractor engages the services of a contractor during the design phase for which the Design Build Contractor seeks compensation from the owner, the Design Build Contractor would necessarily report those costs from the contractor in the invoice for payment. Also, the Design Builder is asked to disclose the contractors involved during the Work, see Sample Design Build Agreement for details.

**k. Q: Since the decision by DOE will be made in March 2020, this decision will be made ahead of when the proposals are due. Will the DB teams be alerted to this decision prior to submittal of proposals? If the RFP is cancelled, will OSU consider any reimbursement stipend for the firms preparing the proposals due in Early April?**

**A:** OSU seeks to inform proposers with important and timely information to assist in proposal preparation. Should the determination from DOE be received prior to the proposal submission deadline, OSU will announce that determination to proposers pending sufficient time prior to that deadline.

OSU will not provide reimbursement or stipend for any cost of proposal production or delivery. See RFP Section 10.1 statement 'OSU will not accept proposal responses or queries that require OSU to pay the cost of production or delivery.'

**l. Q: Will the evaluation of the alternative design approach be considered without regard to price of construction? How will the approaches be evaluated when pricing for construction is not given until completion of the design phase?**

**A:** Alternative design will not be considered for evaluation during the first stage of evaluations. Should it become necessary for OSU to proceed to subsequent stages of evaluation to identify an apparent successful proposer, OSU may consider alternative design in addition to cost, as criteria for evaluation during those subsequent stages.

**m. Q: Please elaborate on the statement, "*Provide an assessment of the achievability of meeting the Design Phase criteria in the Construction Phase*." Typically, the design criteria are set during the design phase and the contractor is required (by specification) to meet the design criteria. Is this not the intent of this project?**

**A:** Proposers are expected to describe possible challenges or threats to achievability that could arise after commencement of the Construction Phase, in particular those challenges that could result in changes to the Work as defined in the Design Phase. Such challenges would be those generally understood to be unknowable until the Construction Phase is underway.

**n. Q: Can "impacts" from, "*Describe the impacts to the PacWave Project anticipated during construction.*" be defined? Does OSU want to know about potential risks to the work and how those will be addressed?**

**A:** Impacts could include any activities that may negatively influence other aspects to project delivery including schedule delays, cost increases, additional unforeseen risks to the overall Project as a whole. Proposer should describe how it will address those impacts.

**o. Q: Please elaborate on the division of costs for evaluation since the design costs are typically a small percentage of the construction costs. Will OSU consider whether the design costs are compatible with the construction costs? Will this not encourage contractors to move forward with a very low cost for design, regardless of the overall construction cost? Does this criterion meet the objective of choosing the best overall team?**

**A:** The Construction Cost Proposal is intended to be the Proposers best estimate based on the Conceptual Design as provided in the RFP. Please see the narrative in this Construction Cost Proposal section for more detail on the use of this estimate as a basis for future efforts between OSU and the awarded Design Builder. If Construction Phase costs exceed the estimate by an amount deemed to jeopardize the success of the Project, OSU reserves the right to terminate the Design Build Agreement. OSU may elect to resolicit for Construction Phase Work another time that OSU deems appropriate, should that be the case. Unlike the

Construction Cost Proposal, the Design Phase Cost Proposal maximum not to exceed amount is a valid and binding offer by the Proposer to perform all Design Phase Work and Deliverables under contract, as described in the RFP, should that Proposer be awarded.

**p. Q: Please explain how the design costs will be included in the evaluation of the proposal (since design costs are 75% of the points total) if they are not permitted to be used for evaluation?**

**A:** See response to question a.

**q. Q: Does, "*This Cost Proposal will become the initial contract amount for the awardee with additional services being added via amendment, as applicable*" pertain to engineering and construction services?**

**A:** It applies to the design phase only. A pricing amendment will set the terms and conditions of the agreement for the construction phase Work.

**r. Q: Please define the tasks of "programming" and "schematic design". Since a preliminary design has been completed and provided, how does a schematic design differ from a preliminary design or a 25-35% design?**

**A:** Please refer to Addendum 11 modification to Design Phase stages.

**s. Q: Is the Proposer's Overall Design Phase Fee Proposal Not to Exceed Amount to be provided in a sealed envelope?**

**A:** Please refer to modification item #1 in Addendum 11 for revised Section 10 'Submission' to electronic only submissions.

**t. Q: Does OSU want a detailed bathymetric survey to be performed during the design phase?**

**A:** The OSU team has performed significant survey work to date with all available survey data and reports provided to all proposers. This data has been gathered towards the goal of providing sufficient detail to formulate accurate proposals, while understanding that there may be additional data and information required to engineer a detailed bore plan.

All responding proposers are encouraged to review the survey information provided and consider if additional investigations, including geotechnical, geophysical, bathymetric survey etc. along the bore alignments are warranted prior to completion of a fully engineered bore plan. Responding Proposers should include proposed costs associated with any further survey or other investigations that will be required for project engineering as part of their Phase 1 proposal. These should be listed separately and not included in Overall Design Phase Fee Proposal Not to Exceed Amount. One exception is land survey of the terrestrial alignment, which should be assumed to be supplied by OSU, as covered under the response to Question #28 below.

Bathymetry data to the east of that previously obtained and provided is difficult to obtain due to typical wave energy in the area. Should proposer require detailed bathymetric data to the east of that provided, vendors are encouraged to consider/propose alternative/innovative means to obtain the required data.

For the purpose of cost estimating (both phase 1 and 2,), proposers should assume bore completion in the areas specified and propose accordingly per above.

**u. Q: Does the ODOT easement include the permission to drill beneath Highway 101?**

**A:** At present OSU does not hold an easement from ODOT for drilling under 101. OSU has been in on-going contact with ODOT concerning this project and does have an agreement in principle for ODOT to issue an easement for crossing 101 as described in the RFP documents. ODOT (and permitting agencies) will require a review and comment of project plans and contingency plans provided during CDR prior to issuing a legal easement.

**v. Q: Overburden is typically defined as the soil and water that are above the pipe (whether or not the soil is below the water). Grouting the upper 50 appears not to meet this criterion.**

**A:** In the context of the previous responses, the term "Overburden" was/is intended to refer to the loose sand and Pleistocene marine terrace deposits found above the Alsea bedrock mudstone. The intention is that conduits and casing be grouted through the unstable strata to stabilize the bore. Further, grouting to the waterline is intended to ensure good heat transfer to surrounding strata. Once conduits and casings are below the waterline, heat transfer does not appear to be an issue.

The project plans presented in the RFP and covered further under the Q&A should be considered as a conceptual design documents where design details are open to consideration and optimization through the design process. The OSU team is looking for a Design Build Contractor with the experience and knowledge necessary to design and construct this project efficiently and in a timely manner.

The current specifics, such as grouting depth, may or may not be sufficient or optimum. The 50 feet of grouting is intended to provide a single value for all bid responders to use in formulating construction cost estimates. The exact depth of any grouting and details of the grout mixture are open for development during detailed bore design. Similarly, where other elements of project design are specified in the RFP documents, these elements should be assumed as open to optimization during the design process.

**w. Q: Is the grout intended to displace the drilling mud around the conduits? If so, the overburden likely will not contain the grouting pressures necessary to displace the drilling mud to the surface after the bentonite has set. How does OSU envision this taking place? Can grouting the upper 50 feet be relieved if a plug is placed at the surface?**

**A:** Please reference question v. Grouting is specified under the assumption that it will be required to stabilize casing and conduits through unstable geology and provide for heat transfer. To be clear, the OSU team does not include drilling or drilling engineer specialists and is looking to the chosen contractor to provide optimum solutions. Responding Proposers are encouraged to point out areas needing optimization in proposal responses. The project team intends to work with the chosen contractor to develop the most

efficient and effective bore design. The RFP specifications are intended to define a nominal case for RFP estimating purposes, the project team will be open to design variations as appropriate.

For the purposes of cost estimating, thermal conductivity of any grouts required should be assumed as 0.9 W/m*K (0.5 BTU/(ft*Hr*F)) minimum, considered to be a conservative requirement.

**x. Q: The entire pipeline will have overburden pressure along the full length of the terrestrial pipeline. There are contradictory requirements when grouting is required through areas of "overburden" and only the upper 50 feet of the borehole. Please elaborate.**

**A:** Please see v. and w. above.

**y. Q: The permitting documents reference the use of casing pipe that will be installed for each shore approach as a way to eliminate inadvertent drilling fluid returns in the near-surface soils. Are casings required for the project or is the contractor allowed to determine this in design?**

**A:** The use of casing has been discussed in permitting submissions as an *example* of means and methods to minimize inadvertent fluid returns. However, casing is not a pre-defined permitting requirement. Generally speaking, permitting requires use of demonstrated best practices.

For the purposes of the solicitation, permitting only requires submission of the HDD contingency plan for formal permitting review. As described above, the HDD contingency plan is expected to be submitted after CDR with an allowance of 6 weeks for permitting review. However, providing draft contingency plans in advance of this review will likely streamline the overall review process.

**z. Q: Can these coordinates be adjusted during design to provide flexibility to innovation? If not, what is the allowable tolerance for the HDD pipelines for the off-shore work?**

**A:** The routes specified for HDD bores are nominal and primarily selected for maximum bore separation within the boundaries of the project permit applications. The hard requirement by permit is the offshore cable route boundary. Offshore breakout/exit of all bores should occur within the boundaries of the following box:

| *Corner* | *Latitude* | *Longitude* | *Latitude Decimal Degree* | *Longitude Decimal Degree* | *X meters (UTM Zone 10 WGS84)* | *Y meters (UTM Zone 10 WGS84)* |
|---|---|---|---|---|---|---|
| NE | 44° 32' 34.1602" N | 124° 12' 14.7281" W | 44.54282227 | -124.2040911 | 404347.4304 | 4932870.8532 |
| NW | 44° 32' 28.7167" N | 124° 15' 2.3896" W | 44.54131018 | -124.2506638 | 400645.1350 | 4932758.4933 |
| SW | 44° 27' 45.5728" N | 124° 5' 45.7870" W | 44.46265912 | -124.0960519 | 412810.6327 | 4923845.6333 |

| | | | | | | |
|---|---|---|---|---|---|---|
| SE | 44° 28' 6.2080" N | 124° 5' 32.6285" W | 44.4683911 | -124.0923968 | 413109.8983 | 4924478.4367 |

Further all individual bores must maintain a minimum horizontal separation of fifteen (15) feet from each other. Otherwise, a primary concern is minimizing bends along the route in order to minimize cable pull in load.

Proposers are encouraged to present any innovate solutions that minimize project cost, risk and schedule for possible consideration by OSU during interviews or second stage evaluations, should those stages of evaluations be conducted. However, for the purposes of the RFP response, Proposers should propose in accordance with the boundaries described above.

**aa. Q: The answer to question e. does not address the instrumentation and monitoring. Typically, terrestrial bores must be monitored for settlement along the alignment. Sometimes vibration monitoring is also required, especially if the contractor intends to use a conductor casing. Please advise on the requirements for the terrestrial bore.**

**A:** OSU expects a requirement to monitor settlement of the alignment along and under the Highway 101 right of way, this feature should be included in proposals and plans. If settlement monitoring of the entire terrestrial alignment can be included for minimal additional cost, it would be of interest as a value-added option during project design. If included in the Proposal, proposer shall indicate this item as an additional cost separate from the Proposer's Overall Design Phase Fee Proposal Not to Exceed Amount

Vibration monitoring along/under Highway 101 or the remainder of the terrestrial alignment are not presently required or specified. No settlement or vibration monitoring is presently specified or required for the shore landing bores. Advantages to the project of these additional features will be considered as value added options during project detailed design, but should not be included in phase 2 cost estimates.

**bb. Q: Has any surveying been completed for the construction of the terrestrial bore? If not, is it OSU's intent to have the land survey completed as part of the engineering package? What are the extents of the land survey that will be required?**

**A:** Portions of the terrestrial alignments have been surveyed to date, and other areas will be surveyed as easements are finalized. The selected contractor may need to perform additional survey work during project design, for the purposes of proposal responders should assume that OSU will complete all land surveys and provide resulting data to the contractor.

**cc. Q: Most contingency plans are based on design elements and design risks for which a contingency can be developed. It is atypical to develop contingency plans for HDD projects before 60% design. Does OSU intend these plans to be generic or specific to the design? For example, one contingency against inadvertent drilling fluid returns is the use of a conductor casing; however, a conductor casing may not be necessary, depending on the bore design. How will site specific contingency plans be developed ahead of 60% design?**

**A:** Project risks are understood to include schedule, cost and environmental impacts (inadvertent return of fluids within the wetland areas being the primary concern to agencies). The project team is interested in responding contractor's past experience with identifying and mitigating project risks, as well as providing well developed contingency plans. As much of the project detail design is yet to be developed, it is understood that a detailed, project specific contingency plan is premature. However, it is also understood that risk mitigation and contingency planning forms a key element of the project design and early engagement with agencies will likely streamline the contingency plan review process.

Please demonstrate your project team's best practices and approach to mitigating project risks, including design and construction details that limit overall project risk. Final contingency plans shall be developed and submitted as part of the CDR design package. Contingency plans are required for submission and formal review by permitting agencies. Responders should assume six (6) weeks for formal agency review of contingency plans.

**dd. Q: ODOT does not typically provide a permit for a highway crossing with an HDD without design completion to a 60%+ level. How does OSU intend to submit the permit prior to 60%?**

**A:** ODOT permit will be required during construction for requirements such as re-routing traffic. ODOT will issue an easement for the bore crossing, which will require engagement throughout the design phase. A final easement will likely not be issued until after submission and review of the CDR design product.

**ee. Q: Is this different from the schedule established in the addendum (25-35%, 50-60%, final)?**

**A:** The schedule established in the Addendum 9 is for reference purposes during the solicitation stage and is subject to change pending final negotiations with the apparent successful proposer and as needs arise.

**ff. Q: Will the OPRD and ODOT review be concurrent or will it be necessary to have one secured before the other?**

**A:** OPRD and ODOT reviews will be concurrent and independent of one another.

**gg. Q: What level of design is required prior to submitting the contingency plans?**

**A:** Please reference question cc.

**hh. Q: Referring to the responses supplied by OSU in Addendum 9, specifically Item 8 questions c, xx and yy; All refer to cable specifications. Has the cable specifications evolved since the information that was supplied by OSU in the project FERC application? Information supplied in cable manufacture catalogs for the upper range of the cable specification supplied in the application indicate that the primary power cables will be larger, near to 5" diameter, heavier, around 34 kg/m with a minimum bend radius over 60". Can OSU supply the various specifications for the required cables? Are the cable specifications contained in the addendum responses considered conservative?**

**A:** Yes, the data specified in the FERC licensing was intentionally conservative. The cable specifications have evolved downward, settling on 50 mm^2 copper power conductors. Preliminary proposals for cable supply

have been obtained from various potential vendors, all of which are smaller than 4" outer diameter and 14 kg/m mass per the previous Q&A response.

Regarding the question of minimum bend radius (MBR), the 40" on axis MBR defined for the cable refers to the internal cores of the subsea cable (once broken out from the armored cable) and individual 4/0 terrestrial cables. MBR for the complete subsea cable, including armoring, will be in the range of 1.5 to 2.5 meters depending on cable load.

**ii. Q: Is it acceptable to propose a vault structure that is designed with a fully removable lid that will accommodate full access to the inside of each vault structure that also includes the indicated manhole? This will allow future construction phases better access to the vaults if it is determined later that larger diameter cables with larger minimum bend radius are required.**

**A:** For the purposes of the solicitation, Proposers should provide estimates for vaults as defined in the RFP.

**jj. Q: How much time should be allowed in the schedule (at the time of proposal) for OSU reviews?**

**A:** Reference questions e. and f. above for further detail. .

***kk.* Q: Are any changes to the following language going to be provided by Addendum, in particular to Attachment C?**

**"*Addendum 9, Item 4 – Page 3 of 18 – re: Remove Attachment C: 'Cost Proposal' in its entirety and references thereof.***
***Addendum 9, Item 6, subpart 3. – page 4 of 18 …re: second stage, refers to revised response to Attachment C***
***Page 5 of 18 Stage 1 Evaluation Criteria includes Cost"***

**A:** OSU anticipates no further changes to these items other than what is provided in Addendum 9.

**ll. Q: Addendum 9 states the following:**
**OSU will monitor the competitive processes used to award subcontracts by the D-B Contractor in accordance with the Sample D-B Agreement. The following minimum requirements will be used:**

**a. The D-B Contractor will solicit sealed bids or quotes from subcontractors according to the terms of the D-B Agreement in a manner consistent with the open and competitive nature of public procurement, taking into account industry practice, and make award decisions based on cost or, if not cost, on another identified alternative competitive basis as set forth in the D- B Agreement or as approved in advance by OSU. When there are single fabricators of materials or special packaging requirements for subcontractor work other than low price, advance approval of the alternative selection criteria by OSU will be required.**
**b. The D-B Contractor will use its best efforts to obtain at least three bids or quotes for the particular work to be subcontracted. OSU may make exceptions to this practice in advance of the procurement.**

**Questions are as follows:**

a. **Q: If a HDD contractor is awarded as the Design Build ("D-B") Contractor, are they still required to solicit sealed bids?**

**A:** An awarded Design Build Contractor, including an HDD contractor or other, may elect to self-perform the Work or choose to subcontract any portion of the Work. Subcontracted portions of Work shall follow the competitive bidding processes as described in this RFP. Response: {Revisit the sample D-B Agreement, in process, PCMM to answer}

b. **Q: If a HDD contractor is awarded as the Design Build ("D-B") Contractor, are they precluded from bidding the HDD Construction Services?**

**A:** See response in a. above.

c. **Q: The proposal criteria requires the proposer to "Identify your Construction Phase Services team that will be substantially involved in designing and constructing this project." What would happen in the event the "low bidder" for that construction scope is not the identified organization?**

**A:** Competitively bid portions of work are expected to follow the competitive bid processes as established in the RFP. Any alternatives to a low bid competition may be requested by Design Builder and must be authorized by OSU prior to conducting the alternative procurement.

**mm. Q: Please provide a bulleted schedule of anticipated services for the entirety of the program including Design Phase Services (Initial, Intermediate, Final) and construction phases (OSU Property Early Start / Total Construction Package. The language as follows does not clearly indicate the intention of OSU timing wise.**

**"The Scope of Work under this RFP consists of a 1.) Design Phase; and a 2.) Construction Phase. Each phase shall begin upon issuance of a Notice to Proceed ("NTP") in writing by OSU or as otherwise stipulated by OSU in writing. OSU anticipates NTP for the Design Phase to occur by June 2020. NTP for Construction Phase is expected at a time that allows: completion of all on-site work occurring at the OSU-owned property east of Highway 101 no later than April 1, 2021, and final completion of all work under the contract to occur within 10 consecutive months of, the later of the NTP issuance for Construction Phase or the first day of on-site Work defined as the date that Driftwood closes for public access."**

**A:** As written, the above is intended to specify the key scheduling restrictions. Specifically:

- Maximum of 10 month (consecutive) total construction period at Driftwood (i.e. public vehicular traffic prohibited at Driftwood)
  - Permit limitation
- Completion of site work at OSU property east of Highway 101 (UCMF Property) by April 1, 2021
  - Allows UCMF construction to proceed

Beyond these boundaries, OSU is looking to proposal responders to specify the optimum schedule. Given the need to complete the Terrestrial bore by April 1, 2021, it is expected that the construction schedule will commence with Terrestrial boring commencing late 2020 or early 2021, with shore landing bores to follow. However, this is not prescribed, proposers are encouraged to offer accelerated alternatives.

A nominal schedule may be as follows:

- Contract Award
    - June 4, 2020
- Project Kick Off Meeting
- PDR
- CDR
- Notice to proceed, commence procuring materials
- FDR
- Mobilization
- Terrestrial bore construction
    - Commence 10-month Driftwood closure period
    - Complete by April 1, 2021
- Shore landing bores construction
- Vault installation
- Complete site work and clean up
    - Complete within 10-month Driftwood closure period

**nn. Q: Would OSU consider limiting the RFP Responses to a page limit to ensure proposals can be evaluated based on core requirements. Additional requirements such as resumes, brochures, cut sheets could be included in an appendix section.**

**A:** Section 10 of the RFP includes a page limit on proposals.

END OF ADDENDUM NO. 11