

AMENDMENT #8 TO CAPITAL PLAZA REDEVELOPMENT RFP

Category	Question	Answer
Insurance	<p>1 Question to local floodplain coordinator – Is flood insurance locally required for areas within the 0.2% chance flood zones that are protected by levees? i. Note that the site is in the 0.2% chance flood zone which is a medium risk zone. ii. Typically, flood insurance is only required if you are in the high risk area (1% chance flood zone) and flood insurance is optional outside this zone (which we are) iii. However, there is a note on the flood maps for areas of 0.2% chance flood (and protective by levees) to contact the local floodplain coordinator to verify local floodplain requirements. iv. Areas outside this 0.2% chance are areas of low risk for flooding and insurance should not be required.</p>	<p>This answer amends language in the RFP re: insurance coverage: The Successful Offeror, at such times as the RFP-required builder's risk insurance is no longer in effect or inadequate, shall keep the improvements insured for their full insurable value against damage or destruction by fire, windstorm, earthquake or other casualty through the State Fire and Tornado Insurance Fund, as provided in KRS 56.065 et. seq., as their respective interests may appear, a policy of fire and extended coverage insurance insuring all improvements at any time located on the Project and all additions, alterations, and improvements to the same, against damage and destruction by all causes generally insured against in policies of fire and extended coverage written on properties in Franklin County, KY including earthquake and flood insurance for the replacement cost of improvements, as determined by the State Fire and Tornado Insurance Fund. In no event shall the amount of such insurance be less than the replacement cost value of the Certificate. All such insurance shall name the Commonwealth as additional insured. The successful Offeror shall be responsible for payment for such insurance coverage. When the Commonwealth "Accepts the Keys"/takes control, care and custody of new structures, VIA Form FTR-10/Add Coverage will need to be completed submitted through http://finance.ky.gov/offices/controller/Pages/dsris.aspx.</p>
submittal	<p>2 (previously submitted) Please indicate whether a firm that did not respond to Solicitation #RFP 785 1700000299 (due date of May 31st) can submit as a formal proposal on the current solicitation. If not, can an entity that did respond to the previous RFP assign their submission rights to another entity for the current RFP?</p>	<p>No.</p>
Insurance	<p>3 Please provide limits or any special requirements of flood insurance coverage to be provided by the lessor/Offeror over the term of the lease.</p>	<p>See answer to Question #1.</p>
Insurance	<p>4 Please provide limits or any special requirements of earthquake insurance coverage to be provided by the lessor/Offeror over the term of the lease.</p>	<p>See answer to Question #1.</p>
	<p>5 Addendum #6 shows the Tenant space in sectors B4 and B5 being removed. These spaces contain the two existing dual duct air handling units. The air handlers not only serve the Tenant space but they also serve portions of the Hotel. In addition, in the original RFP, Exhibit E, page 67, item E, paragraph C, it states that the existing Tenant space in Sector B4 will be used to house the new chillers and boilers for the Hotel chiller and boiler? is it also a requirement to replace the two existing dual duct air handling units and if so what are the requirements for interruption of services in the Hotel?</p>	<p>By this Amendment #8, the Tenant space in Sectors B4 and B5 are to remain open. The existing dual duct air handling units may remain in service. See additional information contained within this Amendment #8.</p>
	<p>6 Also in the original RFP, Exhibit E, page 67, item E, paragraph C, subparagraph iii, it states that a new primary electric service is to be installed to Phase 2. The RFP also states that the Civic Center, Fountain Place Shops and the Fountain Place Garage are being removed the service would not be required. Should the requirement for this service be deleted?</p>	<p>New primary electric service is to be installed to service the portion of the Fountain Place shops that are to remain. See additional information contained within this Amendment #8.</p>

demolition	7	As you may know, Addendum #6 included clarification on the demolition scope of Parcel B. The Commonwealth responded that all foundation and structures are to be removed in Parcel B. We are interpreting this would include the H pile deep foundations. Prior to the amendment response, we were anticipating only removing the concrete foundation to the top of H pile. This would have a cost impact of approximately \$3m to \$4.5m at the hotel parking garage and add plus cost for convention center. As well, schedule timing may be impacted for this Parcel B.	Remove the H piles from Parcel B to a depth equal to the bottom of slab of the Hotel Parking Garage which is to be demolished. The Offeror shall provide as-built record drawings indicating the exact location and dimensions of the H piles that have been left in place at the depth equal to the bottom of hotel parking garage slab.
demolition	8	For the columns supporting Clinton & Mero St Overpasses on the Parcel B side of the streets, will the column foundations/pile caps that span under the sidewalk and road need to be removed? If so, road cutting and patching may be needed.	Remove the column foundations/ pile caps under the sidewalk to a depth equal to the bottom of slab of the Hotel Parking Garage which is to be demolished. The column/foundations under the roadway may remain. The Developer shall provide as-built record drawings indicating the exact location and dimensions of the column foundations and pile caps that have been left in place both at street level and at bottom of Hotel Parking Garage slab level.
demolition	9	Do the H piles need to be removed from Parcel B?	See answer to Question #8.
submittal	10	Can you tell me if there is a wage determination for this project and if so what it is.	There is no prevailing wage requirement for this project.
submittal	11	What is the Phase I submission date? There is confusion on whether it is September 8th or September 12th.	The Phase I submission date is HEREBY AMENDED FROM September 12, 2017 TO SEPTEMBER 19, 2017 at 1:00 P.M. The one week extension of the proposal receipt date will affect the RFP schedule; and, thus the RFP schedule is amended as listed below in red.
demolition	12	Regarding the Hotel demolition of adjacent shops, you are requesting us to demo slab in particular areas where there aren't expansion joints. Would you consider alternate locations, i.e. an expansion joint, or are these locations set for a specific reason?	The demolition limits were set in order to minimize the space remaining as it is what is required for use by the Capital Plaza Hotel, which leases this space from the Commonwealth. However, alternative locations for demolition limits will be entertained, where such changes in location are deemed by the Selection Committee to be in the best interests of the Commonwealth. The Criteria will be, does the space created by the alternative locations provide a usable space that is advantageous to the Commonwealth for a specific use. The Offeror shall make clear in their proposal the alternative location of the demolition limits and provide information about the newly created space as to its dimensions and potential uses.
hotel/shops demolition	13	Relative to the north shops that are to be demolished, there are laundry facilities in that location in the footprint of demolition scope. Should our proposal address replacing the Hotel's laundry room that would be within the boundary of the demolition?	See answer to Question #12.

<p>hotel/shops demolition</p>	<p>14</p>	<p>In reference to the question restated below from Amendment #6 (previously asked and answered), would the state entertain establishing an allowance for this cost for this phase of the process in order to maintain consistency in the responses while reserving the right to further negotiate the cost upon selection/award? [see below]</p> <p><i>In regards to the demolition adjacent to the demolition adjacent to the Capital Plaza Hotel, the RFP states that the existing façade along the plaza and parking garage area noted for demolition, shall be protected. The existing as-built conditions in this area make it extremely unlikely if any of this storefront can actually be protected from damage as the result of the required demolition. If and as the result of the demolition of the 2-foot cast-in-place concrete waffle slab, the storefront has to be removed, what portion needs to be placed back as storefront and what areas can be solid walls? Much of this associated area is back-of-house spaces associated with the Hotel and the scope of work associated with this issue could require disruption to the Hotel activities located in this area. What would be the Offeror's limits of concern and costs associated with this is, as well as Hotel coordination considerations?</i></p>	<p>The Commonwealth will not entertain an allowance for this work since each of the Offeror's proposals may determine to treat this area differently. Each Offeror should include in their cost of the work the cost of this work as their design professionals have developed. As indicated in Addendum #6, "The back of house spaces associated with the Hotel can have their facade changed to solid walls should that be the determination of the Offeror's Design and Construction Team. The storefront for the front of the house spaces should be replaced with appropriate facade treatments for this type of space. The Commonwealth and the Offeror will coordinate the work of this facade improvements with the Hotel Owner. However, disruption of Hotel operations will require reasonable compensation to the Hotel owner for loss of revenue during the disruption. The Commonwealth will assist the Hotel owner and the Offeror in negotiating a fair and equitable compensation if necessary."</p>
<p>demolition</p>	<p>15</p>	<p>Addendum#6 included clarification on the demolition scope at Parcel B. The Commonwealth responded that all foundation and structures are to be removed in Parcel B. We are interpreting this would include the H pile deed foundations. Prior to addendum response, we were anticipating only removing the concrete foundation to the top of the H pile. This will have a cost impact of \$3m-\$4.5m at the hotel parking garage and add plus cost for the convention center. As well, schedule timing may be impacted for this Parcel B.</p>	<p>Remove the H piles from Parcel B to a depth equal to the bottom of slab of the Hotel Parking Garage which is to be demolished. The Developer shall provide as-built record drawings indicating the exact location and dimensions of the H piles that have been left in place at the depth equal to the bottom of Hotel Parking Garage slab.</p>
<p>asbestos</p>	<p>16</p>	<p>Does the waterproofing used on the tunnels and retaining walls contain asbestos material? If unknown, can a sampling be performed?</p>	<p>The waterproofing used on the tunnels and retaining walls are inaccessible without destructive demolition. No testing for the presence of asbestos has been performed. The Offeror shall assume that the material is ACM. At the Offeror's option, the Offeror may elect to test these materials when exposed and determine the proper disposal of material.</p>

workstation	17	Relative to the excerpt from the RFP below, can the pods of workstations (or clusters) in the open office environment be powered and cabled with "power poles"? These power poles would be supplied and fabricated as part of the furniture system's standard kit of parts:	The Commonwealth will not accept "power poles". Provide the wiring and power as indicated in the RFP. "Modular Furniture: Permanent cables shall be installed only in or on permanent walls. All modular furniture shall be fed from a consolidation point. Locate consolidation point in an accessible area, free from workstations. Cabling from consolidation point to modular furniture shall be through the wall and through raceways supplied by furniture manufacturer (furniture is NIC). Cabling to terminate in modular furniture with vendor specific faceplates. No cabling or communications outlets allowed behind modular furniture. Label consolidation point with adhesive label on ceiling grid, where the units are installed. Total length for cabling runs to consolidation points shall take into account the additional cable length required for extending cables into modular furniture. CTGA cable length requirements apply and shall not be exceeded."
		<i>Modular furniture: Permanent cables shall be installed only in or on permanent walls. All modular furniture shall be fed from a consolidation point. Locate consolidation point in an accessible area free from workstations. Cabling from consolidation point to modular furniture shall be through the wall and through raceways supplied by furniture manufacturer (furniture is NIC). Cabling to terminate in modular furniture with vendor specific faceplates. No cabling or communications outlets allowed behind modular furniture. Label consolidation point with adhesive label on ceiling grid where the units are installed. Total length for cabling runs to consolidation points shall take into account the additional cable length required for extending cables into modular furniture. CATGA cable length requirements apply and shall not be exceeded.</i>	
parking	18	Is COK in agreement with placing the ADA parking space on surface parking lots versus in the parking garage?	The Commonwealth will accept placing of ADA parking space on surface parking lots verses in the parking garage.
data rooms	19	Exhibit E, page 47, states the sizes of the Data Distributor Rooms should follow ANSI/TIA-569-D. The chart would require two rooms on each floor plate with each room being 20'x20' (400 SF). A total of 800 sf per floor or 4000 sf dedicated to Data Distributor Rooms in the building. Based on our collective professional experience in designing data distributions rooms for projects of this size, we would expect rooms in the range of 120 SF to 140 SF each. In the ANSI/TIA-569-D guidelines under the heading "Distributor Room Sizing on the 4th bullet, states room sizes that support our opinion. Would it be acceptable to provide rooms of this size in our submission? http://blog.siemon.com/standards/ansitia-569-d-telecommunications-pathways-and-spaces	The Commonwealth expects the referenced standard to be followed. A smaller data room as you describe will not meet our standards or needs.
financing	20	Will the Commonwealth consider a covenant for any form of a pre-payment penalty in the event of early termination, buy-out, or non-renewal of the lease?	No.
financing	21	Will the Commonwealth consider a covenant for a lump sum payment straight-lined pre-payment penalty whereby a lump sum penalty is paid by the Commonwealth in the event of early termination, buy-out, or non-renewal of the lease? Such penalty would decrease over the 30-year life of the lease to \$0 in the 360th month.	No.
financing	22	Will the Commonwealth consider a covenant for a yield-maintenance penalty in the event of early termination, buy-out, or non-renewal of the lease?	No.
financing	23	Will the Commonwealth consider a covenant for a defeasance penalty in the event of early termination, buy-out, or non-renewal of the lease?	No.

financing	24	Under what circumstances would the Commonwealth exercise an early termination of the lease?	Unlikely to happen but example would be contractor default or non-performance.
financing	25	What is the likelihood that the Commonwealth exercises an early termination of the lease?	Minimal to none.
financing	26	Is the Commonwealth at liberty to share the details of previous leases that it entered into, in which the lease terms include provisions that address the ramifications of prematurely termination a lease that a term has greater than five years.	The Amended and Restated Facilities Lease for 300 Sower Boulevard, Frankfort, KY, is lodged for record in the Franklin County Clerk's office, DB 553/PG 454.
financing	27	One of the concerns that the potential lenders/investors for this project have expressed is that the would be exposed to significant yield maintenance risks if the Commonwealth should terminate the Lease during the earlier years of its term. Has the Commonwealth encountered similar concerns in other leasing situations, and if so, how were these concerns in those situations allayed?	Yes, the Commonwealth has encountered similar concerns in leasing situations. It varies by situation. Most leases have early termination with no concerns of lessor. The remainder are built-to-suit financing.
financing	28	What is the approval process for a transfer should the Owner desire to transfer the lease or ownership of the building?	Typically, should an assignment of a lease be requested by a current owner, the Commonwealth would require a review of the potential owner's financials, in order to determine potential owner's wherewithal in fulfilling lease obligations, prior to agreeing to assign a lease.
financing	29	What is required to ensure approval of a transfer should the Owner desire to transfer the lease or ownership of the building?	See answer to Question #28.
financing	30	What would potentially prevent the approval of the Commonwealth?	See answer to Question #28.
financing	31	Are there any additional details related to the potential transfer of the lease or ownership that proposing entities (or their associated capital partners) should take into consideration while assessing the risk associated with the Commonwealth's approval process?	No.
hotel/shops demolition	32	Will the Commonwealth accept leaving the fountain shops adjacent to the hotel in its entirety, in lieu of partial demolition? This will allow the hotel laundry and support space to remain in place, and may present the opportunity for additional retail income on the south end of the shops.	The Fountain Place Shops, which are on the western side of the Fountain Shops area, adjacent to the Hotel, are to remain in their entirety from Clinton Street to Mero Street. The elevated plaza above this area is to be removed and a new roof added over the entire area. The existing storefronts are to be removed and replaced with more appropriate storefronts and/or solid walls consistent with the Aesthetic Design Challenge criteria. The existing retail space configuration in the areas not currently occupied by the hotel are to be assumed to be utilized by the Commonwealth at the completion of the Offeror's work as retail spaces in the same or similar configuration. Where the public restrooms are located, at the northern end of this Fountain Shops area, is to be gutted and the space made available as a "white box" space for a future retail area.
loading dock	33	Can the loading dock related parking spaces (total of 9) be located in the garage if the garage is adjacent to the loading dock or must they be in a non-covered surface lot?	These required spaces must be in a non-covered surface lot adjacent and accessible from the loading dock.
parking	34	How many visitor spaces are required?	Please see the RFP for required spaces calculations, including the number of visitor spaces required. This calculation is dependent upon the total gsf of the proposed building and may vary slightly between proposals.
parking	35	Can the visitor spaces be in the garage or must they be in the surface lot?	The Commonwealth will accept placing of ADA parking spaces on surface parking lots versus in the parking garage.

parking	36	What is meant by "less the 120 parking spaces that are currently available in the existing and adjacent TCOB parking structure."? Does this mean we can subtract 120 parking spaces from our requirement?	After making your calculation of the required number of employee parking spaces, using the formula indicated in the RFP, subtract 120 spaces from the requirement for employee parking spaces.
elevations	37	We can't find elevations for the Hotel or the YMCA building Garage. Please indicate where those are.	Hotel portion of Fountain Place Shops elevations are in Phase II; you may locate on various sheets, which must be put together for an entire elevation and the YMCA Parking Garage elevation Phase II, sheet A-33.
parking	38	Please confirm total number of ADA spaces = 35. This can be either in the garage or in the surface parking or both.	Yes; the ADA parking spaces can be either in the garage or in the surface parking. Please review the parking calculations in the RFP, since the exact number of required ADA spaces is dependent upon this calculation. Also, note that there are minimum number of ADA spaces required to be in the surface parking near the main entrance to the building.
foundations	39	In the Amendment #6 response to questions, item 72, the response to a question regarding the Commonwealth's intent for whether demolition was to include foundations on Parcels A and B, the Commonwealth stated that, "The removal of foundations and structures on Parcel B shall be in their entirety since the reuse of the is Parcel has not yet been determined." Can the Commonwealth clarify the use of the term "foundations," to define whether this includes or excludes the H-piles below the pile cap concrete foundations? It is important to note that if it is found to even be possible to remove these deep piles, this would be a very expensive procedure w which will leave voids in the ground that would then need to be filled with material of some sort to prevent settlement. a. Will the Commonwealth accept a proposal which removes all concrete foundations but leaves the deep piles in place?	see answer to Question #8.
hotel/shops demolition	40	Regarding the hotel demolition of adjacent shops, you are requesting us to demo slab in a particular area where there aren't expansion joints. Would you consider alternative locations, i.e. an expansion joint, or are these locations set for a specific reason?	The Fountain Place Shops, which are on the western side of the Fountain Shops area, adjacent to the Hotel, are to remain in their entirety from Clinton Street to Mero Street. The elevated plaza above this area is to be removed and a new roof added over the entire area. The existing storefronts are to be removed and replaced with more appropriate storefronts and/or solid walls consistent with the Aesthetic Design Challenge criteria. The existing retail space configuration in the areas not currently occupied by the hotel are to be assumed to be utilized by the Commonwealth at the completion of the Offeror's work as retail spaces in the same or similar configuration. Where the public restrooms are located, at the northern end of this Fountain Shops area, is to be gutted and the space made available as a "white box" space for a future retail area.

		<p>D. Any information submitted in your proposal that you do not wish to be released, must be clearly marked "CONFIDENTIAL AND PROPRIETARY" and also the items marked "CONFIDENTIAL AND PROPRIETARY MUST BE NOTED/LISTED IN YOUR TRANSMITTAL LETTER IN YOUR SUBMITTAL.</p>	
		<p>E. Please review KRS 45A.494 as an informational item. Offerors should be advised that they should take this requirement into account when selecting subcontractors and preparing their bids.</p>	
		<p>F. Section X. Scoring and Project Award on page 49, first paragraph is deleted in its entirety and substituted with the following, two, new paragraphs:</p>	
		<p>The Selection Committee will evaluate certain minimum requirements of the RFP (identified in revised Exhibit K) for compliance with the RFP on a pass/fail basis. Any item not reasonably indicated in the Proposal Submission shall be evaluated as fail. This evaluation listing does not modify the minimum requirements of the RFP for building and site design, even if a specific requirement is not listed for evaluation. Any proposal that receives a "fail" grading for one or more of the listed evaluation requirements shall be deemed non-responsive and not evaluated further by Selection Committee. All proposals that receive a "pass" grade for ALL listed evaluation requirements will be further evaluated by the Selection Committee and scored, based on the scoring factors contained within the revised Exhibit K.</p>	

