

Minnesota Sports Facilities Authority
RFP for Chilled Water and Steam Services
Minneapolis, MN 55415

ADDENDUM NO. ONE

September 3, 2013

This Addendum forms a part of the Proposal Documents and modifies the proposal dated August 14, 2013. **Acknowledge receipt of this Addendum in the space provided on the Proposal Form.** Failure to do so may subject Proposer to disqualification.

This Addendum consists of 2 pages.

Changes to the Proposal Requirements

Item No. 1 Proposal Due Date – Was September 9, 2013 (1:00 pm CDT); **Now is September 13, 2013 (1:00pmCDT).**

Item No. 2 Sample Contract and proposal form to be issued tentatively on September 10, 2013. The contract will be part of Addendum No. 2 to be issued that date.

Item No. 3 Pre Proposal Meeting Items

- Mortenson’s subcontractor will excavate for the supply and return lines for chilled water and steam. Proposer shall coordinate with Mortenson and its subcontractor in performance of the work.
- Proposer or its subcontractor shall provide performance and payment bonds in the amount of 100% of the work for all work related to installation of the piping, equipment and systems.

Item No. 4 Interviews – Was scheduled for 9/12/2013. Tentatively to be scheduled for 9/16/2013.

Responses to Questions

Page 3, Paragraph F. RFP Timeline. Given current issues involving the MFSa and the Viking’s owners, are the dates in the RFP Timeline still valid or will they be modified? **Response: Dates are modified as indicated in Addendum No. 1.**

Page 3, Paragraph F. RFP Timeline. Interviews with Proposers are scheduled for Thursday, September 12, 2013. **Response: See Item no. 4 above under “Changes to Proposal Requirements”.**

Page 4, Certificates of Insurance. Please note that NRG does not carry Professional Liability because we do not do design work. If design work is required to complete an energy development project, we hire design engineers that carry the Professional Liability coverage. We obtain Professional Liability

certificates of insurance from the design and engineering firms we utilize, and can provide copies of those Certificates to the Authority if they require proof that the design professionals doing the work maintain the coverage. Also, NRG does not carry a pollution liability policy. However, our Commercial General Liability policy does include coverage for “Sudden and Accidental” pollution coverage. The “Sudden and Accidental” pollution coverage would respond to the type of environmental claim most likely to occur, based upon the scope of work being contemplated. Please confirm whether we can utilize the Professional Liability coverage of the design professionals we retain to meet the Professional Liability insurance requirement, and whether our Sudden and Accidental insurance coverage will be satisfactory to meet the Authority’s pollution insurance requirement. **Response: Proposer can use Professional Liability Coverage of its design professional and Sudden and Accidental Insurance as outlined above.**

Page 5, Paragraph 5. Safety. Please confirm what year periods you intended the Proposers to provide the safety documentation. The Safety paragraph references the year 2020. **Response: The year 2020 should be deleted and replaced with the year 2010.**

Exhibit F, Confidentiality Agreement. In the fifth numbered paragraph, please note that *proposer* does not have the ability to destroy all electronic copies of information received via e-mail because it is automatically backed-up to a system that does not permit destruction. We therefore request that this paragraph be modified to reflect these limitations, or alternatively, that confidential information be transmitted to NRG via non-electronic means, such as hard copies mailed through the postal service or overnight couriers. **Response: Any change will be communicated in Addendum No. 2.**

Page 7, Section I. Payment and Performance Bonds. Will *proposer* be required to post the payment and performance bond for construction of the system, or will the contractors constructing the system be expected to post the bond? **Response: Proposer or its subcontractor is expected to post the bond.**

Exhibit K. Preliminary Utility Load Profiles. Given the importance that the system be appropriately sized, please clarify the utility load profiles stipulated in Exhibit K.

1. Chilled Water

- a. Clarify the difference between “Highest Monthly Peak Load” and “Estimated Design Capacity”. **Response: Highest Monthly Peak Load refers to the predicted peak based on AVERAGE weather data, Estimated Design Capacity refers to the largest instantaneous load anticipated based on DESIGN weather data.**
- b. Does the design specification require an “installed capacity” (i.e. the amount of chilled water capacity that must be **installed** pursuant to the terms of the contract) of 7,000 tons?

Response: Correct- 7,000 tons must be available to the Stadium by whatever means NRG decides to deliver.

- c. Using the “Highest Monthly Peak Load” of 4,220 tons and the estimated annual usage of 365,000 ton-hrs, we calculate the Equivalent Full Load Hours (the amount of time the system will be operational within a typical weather year) to be 86 hours. Is this consistent with the design engineer’s expectations and the MSFA operating plan? **Response: Confirmed. Note that actual weather and occupancy conditions will vary, so this is an estimate at this time. Peak load of 7,000 tons must be available at any time.**

2. Steam

- a. Clarify the difference between “Highest Monthly Peak Load” and “Estimated Design Capacity”. **Response: See response to question above.**
- b. Does the design specification require an “installed capacity” (i.e. the amount of steam capacity that must be **installed** pursuant to the terms of the contract) of 75,000 MBH? **Response: See response to question above.**
- c. Using the “Highest Monthly Peak Load” of 35,300 MBH and the estimated annual usage of 57,200 M lbs, we calculate the Equivalent Full Load Hours (the amount of time the system will be operational within a typical weather year) to be 1,620 hours. Is this consistent with the design engineer’s expectations and the MSFA operating plan? **Response: Confirmed-see response above.**

Exhibit K. Preliminary Utility Load Profiles. This heading implies that the load profiles may change. When will these profiles be finalized? **Response: Current load profiles may be assumed to be final, subject to occupancy and weather variations which cannot be finalized.**

END OF ADDENDUM ONE