



Joe Lauro, CPPO/CPPB
Director

December 26, 2017

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Professional Design Build Services – New Headworks and Grit Removal Facility

PROPOSAL NUMBER: 178-0001-NC (SS)

PROPOSAL SUBMITTAL IS DUE: January 16, 2018 @ 3:00 P.M.

ADDENDUM NO. 1

QUESTIONS:

1. Question: Reference entire RFP document: Throughout the document, there are references to Contractor, Consultant, Proposer, Supplier, Vendor, Firm, Proposed Team, Prime team, Prime firm, Design/Build Firm and Design Builder. Teams for this project will likely include contractors and design consultants. We assume, where appropriate, all of these terms refer to the entire Proposer's Design/Build team. Is that correct?

Response: The proposer submitting is considered the prime firm and it's their responsibility to adhere to the RFP and executed agreement.
2. Question: Reference Section A – General Conditions, (d), and Section D – Vendor References: Please confirm if it is acceptable to have references from both the contractor and design engineer since this is a design-build project. The County would benefit from references from the "Proposer" subs assuming a Contractor lead team with a design engineer as a sub or vice versa. This will allow the Proposer's team to provide projects references demonstrating relevant construction and engineering project experience, innovative ideas, and ability to meet critical schedule and budget criteria.

Response: Vendor references as indicated in Section D refer to the prime firm submitting their proposal. As such, references and due diligence will be performed on the prime firm.
3. Question: Reference Section B – Special Conditions, 5. Evaluation Criteria, b. Firm Experience: Please clarify that "Firm" includes the Proposer's team (contractor and design engineer).

Response: The proposer's team should include the prime firm and/or any sub's.
4. Question: Reference Section B – Special Conditions, 5. Evaluation Criteria, b. Firm Experience, 2: This is a complex project with a specific scope of work. The County would benefit by increasing the recent experience limit to within the past 10 years. Treatment plant projects typically include more process areas than the headworks alone, which makes them multiyear assignment from design to construction. Providing a longer experience horizon will show a greater level of expertise. Can the experience limit be increased to 10 years?

Response: The County will not revise this criteria.

5. Reference Section B – Special Conditions, 5. Evaluation Criteria, d. Minority Business Status, Page 13: *“If the firm, or its sub-contractors, is designated as a minority business by the State of Florida, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business status as per the State of Florida, zero (0%) percent of the points available are awarded.”* These two statements seem to contradict one another. Please clarify the amount of points awarded: 1) if the prime firm is a minority business, and 2) if a subcontractor on a team is a minority business.
Response: The Prime Firm or one of its subs must provide proof of Minority Business Status issued by the State of Florida, Office of Supplier Diversity. If proof is submitted, points will be awarded as outlined in the RFP.
6. Question: Would you please send us the hydraulic profile for the South Cross Bayou WRF? We reviewed the record drawing information in Attachments A through J and the hydraulic profile of the Plant was not found.
Response: See attachment 1 to this Addendum.
7. Question: PHASE 2 INSURANCE REQUIRMENTS, e) (1): The required notice language outlined in this section is no longer offered by insurers.
Response: This is a requirement of vendor, not insurance carrier. We are requesting they notify us when they receive notice from carrier. Insurance carriers still send out notice of cancellation to their customers.
8. Question: Design-Build Agreement - 1.C The requested contractual relationship between the Owner and any third party allows for the Owner to direct subs and vendors to perform work or provide materials at the design-builder cost. We would like to review this section with the Owner to better understand our intent.
Response: The Design Build agreement will be reviewed with the number one (1) ranked firm during negotiations.
9. Question: Design-Build Agreement - 5.C – Language in this section calls for “actual damages” for missing Final Completion. We request that the Owner consider a cap on Liquidated Damages (LDs) and remove the actual damages language.
Response: The County will not revise this section.
10. Question: Design-Build Agreement - 5.H We believe this section further diminishes the purposes of LDs and increases the Design-Builder’s risk for being late. We request that the entire 5.H paragraph be removed.
Response: The County will not revise this section.
11. Question: Design-Build Agreement - Suggested Addition: Mutual Waiver of Consequential Damages – For the benefit of protecting both the Owner and the Design-Builder we propose the Owner utilize a Mutual Waiver of Consequential Damages.
Response: The County will not accept this suggestion.
12. Question: Design Build Agreement Exhibit H – General Terms and Conditions Article 2. INVESTIGATION AND UTILITIES Section 2.3 – This Section places an unrealistic burden on the Design-Builder with regard to differing site conditions. We request that risk balancing industry standard language be utilized.
Response: The County will not revise this section.

13. Question: Design Build Agreement Exhibit H – General Terms and Conditions

- 1) Notice Periods – The proposed agreement outlines several unreasonable notice periods for the Design-Builder which if missed, result in a waiver of rights to recovery. Examples include:
 - a. 3 days to repair defective work or Owner can repair it and back charge (Section 5.1)
 - b. 48 hours for Force Majeure event (Section 9.2)
 - c. 48 hours to notify Owner if claim arises (Sections 11.2 and 12.1)

Response: The County will not revise this section.

14. Question: Design Build Agreement Exhibit H – General Terms and Conditions Article 9. CONTRACT TIME AND TIME EXTENSIONS – Section 9.3 includes a “no damages for delay” provision whereby Design-Builder gives up its right to compensation for an owner-caused delay. We request the Owner use industry standard language here allowing for compensable damages for Owner caused delays.

Response: The County will not revise this section.

15. Question: Design Build Agreement Exhibit H – General Terms and Conditions Section 18.1 We request that language be added to this section in such a way that default is not triggered if LDs are being assessed and paid.

Response: The County will not revise this section.

16. Question: Design Build Agreement Exhibit H – General Terms and Conditions Article 19 – This section outlines the Design Builder’s sole remedy for an owner-caused suspension is a time extension, regardless of whether the suspension resulted in additional costs; such as subcontractor demobilization and remobilization. We request that the Owner consider adding industry standard language allowing for actual costs incurred by the Design-Builder to be compensated in the event of Owner directed suspension of work.

Response: The County will not revise this section.

17. Question: Design Build Agreement Exhibit H – General Terms and Conditions Section 31.4 – This section conflicts with the RFP which specifically excludes giving the Owner additional insured Professional Liability status. Our Team cannot agree to give the Owner additional insured status on our Professional Liability policy. We request this Section be revised.

Response: We do not require “to be named additional insured” on professional liability policies. Section 31.4 has been corrected to reflect the following:

*31.4 Design Builder shall not enter into a subcontract or purchase order with any Subcontractor, if Owner reasonably objects to that Subcontractor. Design Builder shall not be required to contract with anyone to whom it reasonably objects. Design Builder shall keep on file a copy of the license for every Subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts and purchase orders between Design Builder and its Subcontractors shall be in writing and are subject to Owner’s approval. Further, unless expressly waived in writing by Owner, all subcontracts and purchase orders shall (1) require each Subcontractor to be bound to Design Builder to the same extent Design Builder is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontract or purchase order from Design Builder to Owner at the election of Owner upon termination of Design Builder, (3) provide that Owner will be an additional indemnified party of the subcontract or purchase order, (4) provide that Owner will be an additional insured on all liability insurance policies required to be provided by the Subcontractor **except workman’s compensation and professional liability policies**, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract or purchase order. Design Builder shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.*

18. Question: Suggested Addition: Standard of Care – The addition of an industry-standard standard of care must be included in the Agreement or General Conditions. Suggested language for this inclusion is outlined below:

- Insert this as the first sentence of Section 23.1; “The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

Response: The County will not accept this suggestion.

19. Question: Reference Sections A.5, B.6 and B.7 of the RFP document. Please provide clarification as to the anticipated date Pinellas Co. will provide the list of the 3 highest ranked firms and the anticipated date(s) of the Oral Presentations?

Response: Page 13 of the RFP outlines the anticipated dates.

20. Question: Reference Section E Scope of Work, E – Estimated Budget of the RFP document. Please confirm that the estimated budget of \$11,900,000 for all design and construction, all design/build fees, equipment, permit, owner and contractor contingency, insurance, bonds, and associated costs for the full scope of work in Section E.C is correct; and for both Phase 1 and Phase 2 as identified in the Design Build Agreement, Sections 2 and 3?

Response: Correct.

21. Question: Reference Section B.9. Please confirm that there is no page limit for the Introduction Tab?

Response: The entire submittal shall be limited to one hundred (100) pages as instructed on page 14 of 31, Section B – Special Conditions, Item 9.

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 30 under Addendum No.1 and return with completed proposal package.

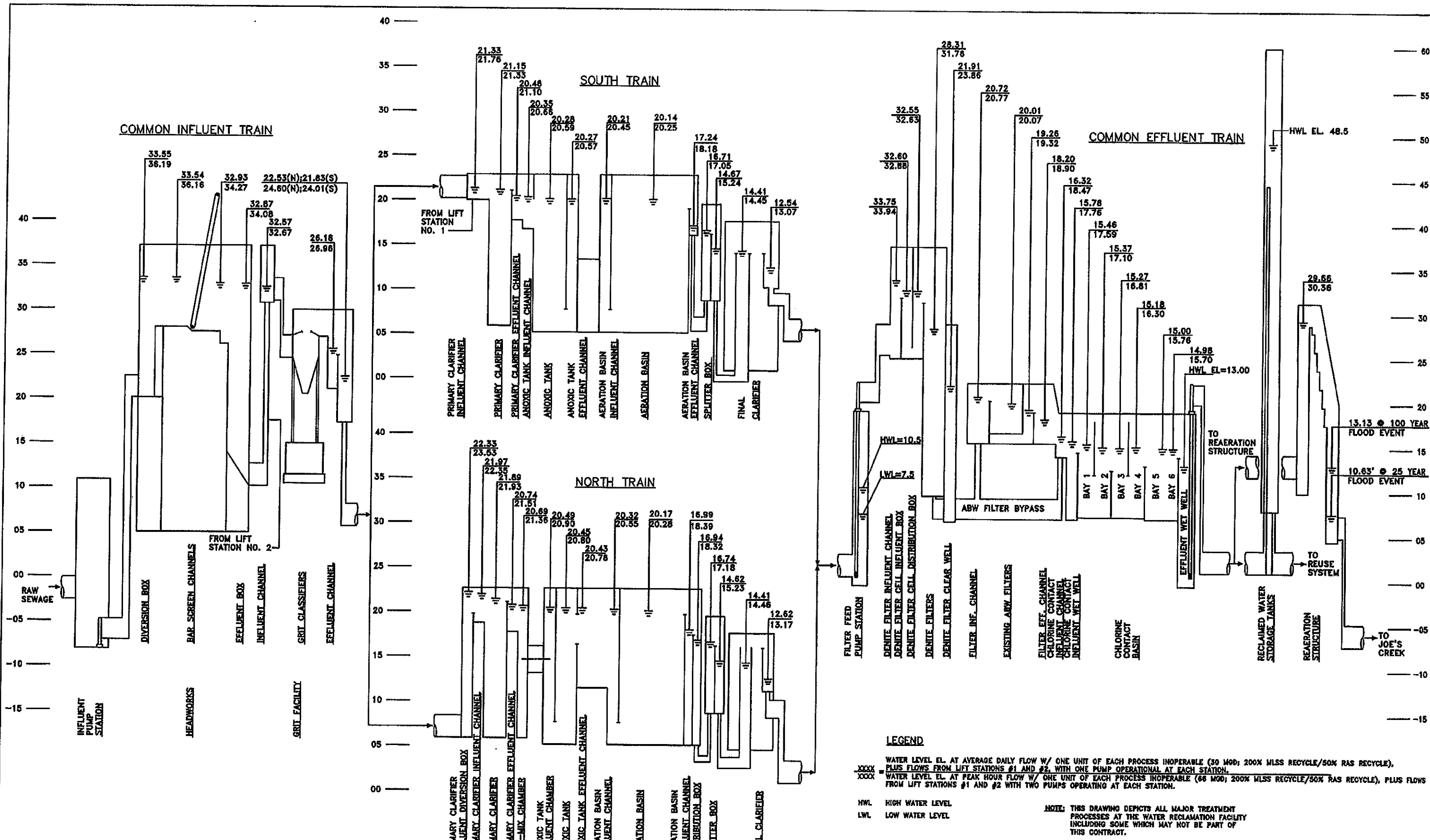
Sincerely,

Candy Mancuso for JH

Joseph Lauro, CPPO/CPPB
Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase





LEGEND

~~XXXX~~ WATER LEVEL EL. AT AVERAGE DAILY FLOW W/ ONE UNIT OF EACH PROCESS INOPERABLE (30 MGD; 200% MLSS RECYCLE/50% RAS RECYCLE), PLUS FLOWS FROM LIFT STATIONS #1 AND #2, WITH ONE PUMP OPERATIONAL AT EACH STATION.
 XXXX WATER LEVEL EL. AT PEAK HOUR FLOW W/ ONE UNIT OF EACH PROCESS INOPERABLE (66 MGD; 200% MLSS RECYCLE/50% RAS RECYCLE), PLUS FLOWS FROM LIFT STATIONS #1 AND #2 WITH TWO PUMPS OPERATING AT EACH STATION.
 HWL HIGH WATER LEVEL
 LWL LOW WATER LEVEL
 NOTE: THIS DRAWING DEPICTS ALL MAJOR TREATMENT PROCESSES AT THE WATER RECLAMATION FACILITY INCLUDING SOME WHICH MAY NOT BE PART OF THIS CONTRACT.

NO.	DATE	REVISIONS	BY	PROJECT NO.	DATE
3	6/93	RECORD DRAWING (SEE NOTE ON TITLE SHEET)		723948	
2	11/92	CONFORMED DRAWING-ISSUED FOR CONSTRUCTION	CRR	DESIGNED BY JSL	06/93
1	6/92	RELEASED FOR BIDDING		DRAWN BY PAE	06/93
0	4/92	100% SUBMITTAL/		CHECKED BY CRR	7/94
		RELEASED FOR BIDDING		ENGINEER MERRILL A. PETERSON	
				REGISTRATION NO. 41447	

PARSONS ENGINEERING SCIENCE, INC.
Tampa, Florida (813) 933-4650

PINELLAS COUNTY UTILITIES
14 S. FT. HARRISON AVENUE, CLEARWATER, FLORIDA 34616 (813) 464-4721

RECORD DRAWING

SOUTH CROSS BAYOU WATER RECLAMATION FACILITY
PHASE II B IMPROVEMENTS

HYDRAULIC PROFILE

SCALE	NONE
SHEET NO.	G-06
FILE NO.	

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