



## CITY OF ATLANTA

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Mayor

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DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

May 15, 2015

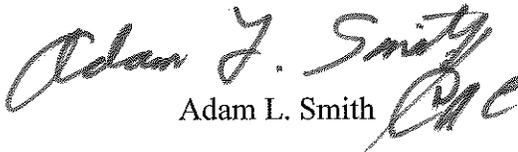
Dear Potential Proponents:

**Re: FC-8155, Design Build RM Clayton Water Reclamation Center ("WRC")  
Headworks Improvement Project**

Attached is one (1) copy of **Addendum Number 5**, which is hereby made a part of the above-referenced project.

For additional information, please contact Ms. Jill Watkins, Contracting Officer, at (404) 865-8703 or by email at [jewatkins@atlantaga.gov](mailto:jewatkins@atlantaga.gov).

Sincerely,

  
Adam L. Smith

ALS/jew

cc: Jo Ann J. Macrina, PE  
Ms. Cynthia Lunn  
Mr. Anthony Stanley  
Ms. Paula Days

**ADDENDUM NO. 5**

This Addendum No. 5 forms a part of the Request for Proposals and modifies the original solicitation package and any prior Addenda as noted below and is issued to incorporate the following:

1. **Revision:** Part 2, Contents of Proposal/Required Submittals; Replace Section 3.2.6.1 in its entirety with the following:

**Project Approach:** Based on the description of work and criteria provided in the RFP, provide the Proponent's project approach to deliver services necessary to meet project objectives. The Proponent's approach should incorporate project goals, milestones and stages; whether specifically identified herein or not, critical to the success of the project. The Proponent shall also include a list of critical assumptions, needs and/or decisions required by the City and critical to the described approach. The project approach shall account for Substantial Completion, Final Acceptance and the following Interim Milestones:

- ◆ Interim Milestone 1: Submission of Design Development Report to the City within thirty (30) days after issuance of the notice to proceed;
- ◆ Interim Milestone 2: Completion of 100% design documents within one hundred (100) days upon issuance of the notice to proceed;
- ◆ Incentive #1: Coarse screen beneficial use incentive within two hundred and seventy (270) days upon issuance of the notice to proceed, if applicable;
- ◆ Incentive #2: Early Project completion incentive within five hundred and twenty (520) days upon issuance of the notice to proceed, if applicable;

The Proponent shall also provide a draft project schedule which incorporates project tasks, activities, preliminary milestones, critical path items, construction sequencing and other work items important to the timely and successful completion of the Project. The schedule shall be accompanied by a proposed work plan which demonstrates the Proponent's familiarity with the project, identifies any special circumstances to be considered, and describes any special techniques proposed or anticipated. In addition, the Proponent shall provide a list of any special concerns or critical issues. This list shall be provided in a tabular format which includes a title, content, impact on milestone deliverable and/or other project work item, review time required by the City (if warranted) and the date from the notice to proceed of the activity.

2. **Clarification:** Part 5, Exhibit C-1, Section 2.1, General Overview; Immediately following the last line of the second paragraph, which states: "The existing headworks structures, channels ..." add the following clarification,

The Proponent shall clean the settled debris as needed to maintain free flow upstream and downstream of the headworks process units for acceptance testing and construction and once more upon Project completion. Proponents cost proposal shall include cleaning settled debris from the influent junction box, influent channels, coarse mechanical bar screen system, grit removal system and all associated structures and channels (influent, effluent and bypass). Proponents shall assume the headworks channels and structures are 50% full of inert material based on the maximum water surface elevation through the system (approximately 3,400 wet tons). The material shall be dewatered and hauled offsite. The Proponent's cost proposal shall include cleaning this system three (3) times, however additional cleaning may be required during Project execution.

1. First channel cleaning shall occur within sixty (60) days from issuance of NTP.
2. Contractor shall assume a minimum of two (2) additional cleanings of equal or greater volume.

Contractor shall provide unit price per dewatered ton of grit removed. The unit price shall include all labor, materials and facilities required to remove, dewater and dispose of one (1) ton of grit.

3. **Revision:** Part 1, Information and Instructions to Proponents, Section 24.3.1; Replace "one (1) year" with "two (2) years".
4. **Revision:** Part 5, Exhibit C-1 – Section 1.4.1 Preliminary Design Phase; On page 1-4 of Exhibit C-1, bullet 10 "Security Plan", delete the first and second subsequent bullets.
5. **Attachment No. 8:** Technical Specification Section 01351 Public Relations and Communications.
6. **Revision:** Part 4, Required Procurement Documents; Replace Cost Proposal Form in its entirety with **Attachment No. 9**, Revised Cost Proposal Form.
7. **Revision:** Part 2, Contents of Proposal/Required Submittals; Replace Section 4.0 in its entirety with the following:

**Cost Proposal:** Each Proponent must submit a Lump Sum Amount for the Design Build RM Clayton WRC Headworks Improvements Project as identified in the form provided in Part 4. The Lump Sum Amount shall include the Warranty conditions described herein; whereas, the proposal and cost associated with the extended maintenance agreement shall be provided separately. The

scope of work for the maintenance agreement is provided in Exhibit D of the RFP. Proponents will be required to execute a maintenance agreement in substantial form as the attachment (Exhibit D) upon final acceptance. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal.

- 8. Revision:** Part 5, Exhibit C-8, Milestone Incentives; Replace Exhibit C-8 in its entirety with **Attachment No. 10**, Interim Milestones and Incentives.
- 9. Revision:** Part 1, Section 23.0, Award of Agreement: Execution: Immediately after the second sentence, which states, "Subsequent to the award and within fifteen (15) days..." add the following: "The Proponent shall include the executed maintenance agreement in substantial form as Master Service Agreement attached in Exhibit D."
- 10. Revision:** Part 1, Information and Instructions to Proponents, Section 26.0; Replace Section 26.0 in its entirety with the following:

**Agreement Terms:** Contractor shall commence services within five (5) days after receipt of Notice to Proceed and a formal kickoff meeting shall be held with the City within ten (10) days of the Notice to Proceed. Contractor shall substantially complete the Work within seven hundred thirty (730) days from issuance of the Notice to Proceed and fully complete the Work within eight hundred thirty (830) days of issuance of the Notice to Proceed. The maintenance agreement shall be effective upon final acceptance and shall continue for a period of five (5) years with the option to renew for three (3) additional, five (5) year renewal options at the City's sole discretion as defined in Exhibit D.

- 11. Revision:** Part 1, Information and Instructions to Proponents; Add Section 33.0, Conflicts of Interest:

**Conflicts of Interest:** The Proponent or any individual joint venture partner of a joint venture constituting the makeup of Black & Veatch, Gresham Smith and Partners, Rohadfox Construction Control Services (BGR), CERM, RHD Services, Inc., MC Squared, Inc., and Black Dog Analytical shall not be permitted to participate in or provide Services or Work, as a Proponent, joint venture partner, contractor or subcontractor, for this Project, which shall be considered a conflict of interest for purposes of this Agreement.

- 12. Response to Questions: Attachment No. 11** (Total of 11 questions).

All questions and inquiries concerning this project should be directed in writing to Jill Watkins, Contracting Officer, Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303 or questions may be e-mailed to [jewatkins@atlantaga.gov](mailto:jewatkins@atlantaga.gov) or by efax to (404) 739-4683.

The last day for questions was **Friday, May 1, 2015 at 12:00 noon EDT.**

**FC-8155, Design Build RM WRC**  
**Headworks Improvement Project**  
**Addendum No. 5**  
**May 15, 2015**  
**Page 5**

**The Proposal due date has NOT been modified and Proposals are due on Monday, June 1, 2015 and should be time stamped in no later than 2:00 P.M. EDT and delivered to the address listed below:**

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S. W.  
City Hall South, Suite 1900  
Atlanta, Georgia 30303

**\*\*All other pertinent information is to remain unchanged\*\***

**FC-8155, Design Build RM WRC  
Headworks Improvement Project  
Addendum No. 5  
May 15, 2015  
Page 6**

**Acknowledgment of Addendum No. 5**

Proponents must sign below and return this form with Proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgment of receipt of this Addendum.

This is to acknowledge receipt of Addendum No. 5 for **FC-8155, Design Build RM Clayton WRC Headworks Improvement Project** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Legal Company Name of Proponent

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT NO. 8**

**Technical Specification Section 01351  
Public Relations and Communications**

**SECTION 01351  
PUBLIC RELATIONS AND COMMUNICATIONS**

**PART 1 GENERAL**

**1.01 SCOPE**

The Contractor shall provide all labor, materials, equipment and incidentals required to meet the requirements and responsibilities related to public relations and communications as specified herein during performance of the Work.

**1.02 STAFFING**

- A. The Contractor shall employ one (1) part time Public Information Officer (PIO) whose specific duties and job shall be to perform customer service related functions and to continuously coordinate and provide information and services as required by the City's Office of Communications and Community Relations and other City staff as necessary.
1. PIO must have been employed on at least one (1) satisfactorily completed wastewater facilities construction project.
  2. PIO must have had the responsibilities of receiving, logging, tracking, responding and resolving customer/citizen complaints and claims, providing notices to and personal interaction with affected customers/citizens regarding project impact and projected work schedules of the Contractor, reviewing project schedules and "look- ahead" to determine projected areas of impact from the Work.
  3. PIO must have a minimum of one (1) year of experience in performing this type of work on similar projects.
- B. The City shall provide a Public Information Manager (PIM) whose specific duties and job shall be to perform customer service related functions and to continuously coordinate and provide information and services as required by the City's Office of Communications and Community Relations and other City staff as necessary.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION**

**3.01 PUBLIC INFORMATION KICK-OFF MEETING**

Prior to commencement of Work and following the preconstruction conference, the Contractor, PIO and the Engineer shall attend a public information meeting hosted by City Council members whose districts will be impacted by construction and the Office of Public Relations and Communications. At this meeting the following items will be discussed:

1. Contractor's responsibilities
2. Contractor's relationship with the City's Office of Communications and Community Relations and the Engineer
3. Functions and responsibilities of the Public Information Officer (PIO) employed by the Contractor as required under paragraph 1.02 above. The Contractor's PIO and backup individual shall be identified to the Customer Care Call Center with 24/7 PIO contact telephone numbers provided.

### **3.02 RESPONSIBILITIES OF THE PUBLIC INFORMATION OFFICER**

Responsibilities of the Public Information Officer (PIO) shall include, but not be limited to, the following elements:

1. Receiving, logging, tracking and resolving customer/citizen complaints and claims; either received directly, by the City or the Engineer and providing periodic updates and reports as specified.
2. Providing notice to affected customers/citizens in the event there are scheduled service outages or other work elements required for the performance of Work that are scheduled which will have an impact on the neighborhood or property owners.
3. Attendance and participation in scheduled project progress meetings for discussion, updates and resolution to customer/citizen complaints, claims, review of schedules and other matters as required.
4. In the event Work is required on private property where an easement has been acquired, the PIO shall notify the property owner at least fourteen (14) days in advance of commencement of the Work in writing.
5. Prior to commencement of work in any neighborhood, the PIO shall provide notice to the customers/citizens thirty (30) days in advance. In addition, twenty-four (24) hours prior to actual commencement of the work, the PIO shall notify the customers/citizens via door or mailbox hanger as hereinafter provided for in this Section.
6. The PIO shall be on twenty-four (24) hour call, seven (7) days a week and be equipped with a mobile phone.

7. The Contractor/PIO must report all complaints to the Customer Care Call Center (404-658-6500) and to the City's PIO within six (6) hours of receipt. Conversely, all calls received by the Customer Care Call center will be transmitted to the City's PIO within forty-eight (48) hours of receipt and the PIO must perform follow-up within twenty-four (24) hours with resolution after receipt of the notice. Upon receipt of the information the Customer Care Call Center will create a file to document the incident.
8. The PIO shall assist the Contractor's Traffic Control Officer in coordination of all street closures, detours and traffic pattern changes with the Public Involvement Officer and the Department of Public Works and the GDOT. As required above, the PIO must provide notice to the affected areas in advance of the scheduled closures, detours and traffic pattern changes.
9. In the event there is an emergency involving the public or a situation where media inquiries and responses are possible, the City's Office of Communications and Community Relations shall be notified immediately. **Under no circumstance shall any employee, Subcontractor or vendor of the Contractor make any comments to the media regarding the project at any time.**

### 3.03 CUSTOMER SERVICE TRACKING SOFTWARE

- A. The Contractor shall use the City's Document Tracking and Control System (DTCS), as specified in Section 01350, to track and enter information from customers/citizens regarding complaints, claims and inquiries. Tracking information and responses shall be coordinated with the City's Public Information Manager.
- B. Reports shall be provided as weekly updates on all activities and on specific cases within twenty-four (24) hours when requested.
- C. Information recorded shall include but not be limited to the following:
  1. Date complaint/claim/inquiry received.
  2. Name, address and telephone number of individual filing complaint/claim/inquiry.
  3. Nature of complaint/claim/inquiry.
  4. Address where problem is located if different than above.
  5. Action required, date, action taken, date action completed.
  6. Follow-up with person who filed under 2 above to verify satisfaction or status.

7. Documents associated with actions taken.
8. Any information regarding resolution with the Contractor's, Subcontractor's or vendor's insurance company shall be fully documented.

### **3.04 IDENTIFICATION BADGES AND SECURITY**

- A. All members of the Contractor's staff and his subcontractor's permanent staff at or above the level of foreman who will be working on-site will be issued an ID badge by the City. The ID badge will list the worker's name and company affiliation and will include a picture. All members will go to the Office of Safety & Security to have their ID's made.
- B. It shall be the Contractor's responsibility to collect the ID badges from any employee who is discharged or resigns prior to completion of the project as well as at completion of the project so that all ID badges are returned to the Office of Security and Safety. The Contractor will be charged a fee of \$25.00 per badge for any badge not returned at completion of the project. For any ID badges lost during the term of the project that must be reissued, there will be a charge of \$15.00 per ID badge. The Contractor shall deduct these charges from his periodic or closeout payment request or the City will deduct.
- C. Since lower level personnel of the Contractor, Subcontractor or vendor will not be issued ID badges, the Contractor must maintain a daily sign-in sheet for daily workers under his supervision. The Contractor must be able to identify any employee on the site as a bona fide worker if asked and if not able to identify, the Engineer will direct the Contractor to remove the individual from the site
- D. The Contractor shall develop a security plan for use on the job site during construction. The plan shall include, as a minimum, the use of pre-employment background checks and drug tests, crime prevention and anti-theft procedures, workplace violence and care of project documents. All staff working on the site shall be familiar with the requirements of the Security Plan.
- E. City ordinances prohibit the carrying of weapons on City streets. Any person bringing weapons to the jobsite shall be removed immediately.
- F. All of the Contractor's staff at or above the level of foreman shall attend a 4-hour mandatory Security Training session conducted by the Office of Security and Safety. Multiple training sessions will be offered and staff must complete the training at least within 1 month of commencing work on the jobsite. All costs associated with the training will be considered as incidental to the Contract.
- G. Persons on the jobsite shall report any suspicious activity by workers or by others at the jobsite area first to the Atlanta Police Department by calling 911 and then immediately to the Director of Security and Safety.

### **3.05 DOORHANGERS**

The Contractor shall produce door hangers required for notice to customers/citizens and residents from the template provided by the PIM (SEE EXAMPLE AT END OF THIS SECTION) as specified hereinabove in paragraph 3.02. Door hangers shall be utilized for notification in the event of, but not limited to, the following events:

1. Planned service disruption/outages
2. Road closures/detours/traffic pattern changes
3. Access/entrance to property
4. Work start-up
5. Blasting

### **3.06 SCHEDULE**

- A. The City's PIM shall be provided a copy of the detailed CPM project construction schedule following approval by the Engineer. Communications will provide notification to the impacted area at least two (2) weeks prior to project start-up.
- B. The Contractor shall inform the PIM through the weekly progress meetings of any project schedule changes or changes in "disruptive work" such as blasting, road closures, etc., that would have significant impact on citizens or require prior citizen notification.

### **3.07 MEDIA RELATIONS AND JOB SITE INQUIRIES**

- A. As specified above in paragraph 3.02, only authorized persons shall release any information to media inquiries. The Contractor's field personnel shall at all times have project information cards available that will be provided to media and citizens if inquiries are made on-site. All inquiries shall be directed to the person referred to on the card and citizens shall be referred to the Office of Communications and Community Relations.
- B. Project information cards shall be produced by the Contractor from the template provided by the PIM. (SEE EXAMPLE AT END OF THIS SECTION)

### **3.09 TRAINING**

All of the Contractor's staff at or below the level of superintendent shall attend a mandatory Public Relations Training and Protocol Procedures Training. The purpose of this training is to teach construction crews on how to deal with citizens, the media, etc. and how to conduct themselves on the jobsite. This training is approximately one (1) hour in length and will be facilitated by City staff at a designated City facility. Training will be provided at no cost to the Contractor.

### **3.10 VEHICLE SIGNS AND PROJECT SITE SIGNAGE**

- A. The Contractor shall place pre-approved magnetic signs on all job-site project vehicles. The signage template will be provided by the PIM with the signs to be produced by the Contractor.
- B. All project sites shall have pre-approved project signs in accordance with the template provided by the PIM and signs produced by the Contractor. Some of the signs shall be mounted on moveable skids so they can be relocated as the project progresses on various streets in project area.

### **3.11 NOTIFICATIONS**

- A. The Contractor shall provide the following notifications as required by the PIM:
  - 1. Anticipated work start date must be three (3) weeks prior so PIM may send out two (2) week notice mailer.
  - 2. Service disruptions - notify PIM and Call Center at least 72 hours in advance so that 48 hour notice may be issued; notice to citizens via door hangers and/or automated phone message 24 hours prior to disruption.
  - 3. Street Closure or Partial Closure - notify PIM and Call Center at least 72 hours in advance to permit 48 hour automated phone message; notify fire, police other emergency services and other authorities 24 hours prior to street closure.
  - 4. Significant work in neighborhood- blasting, directional drilling, trenchless installation, open cut, etc.-door hangers or automated phone messages are required-notify the PIM and Call Center at least 72 hours in advance to permit 48 hour automated phone message; notification to citizens via door hangers and/or automated phone messages 24 hours in advance.
- B. The Contractor shall be fully responsible for notification to all emergency related services for detours, closures (partial or full) or traffic pattern changes and as such they must be detailed in their traffic control plan and implemented through the Contractor's Traffic Control Manager and per all permitting requirements. Refer to Section 01550, Traffic Regulation.
- C. The Contractor shall be fully responsible for distributing all notifications a minimum of 48 hours in advance of service outages for schools, nursing homes hospitals, medical clinics, assisted living facilities or other types of facilities and shall also make personal contact with facility representatives no later than 60 minutes prior to the outage.

- D. The Contractor shall at all times coordinate with the PIM and Call Center to provide detailed schedules and street locations for service disruptions or street closures to ensure that Call Center is well equipped to provide adequate response to citizen inquiries.

**+++ END OF SECTION 01351 +++**

**ATTACHMENT NO. 9**  
**Revised Cost Proposal Form**

REVISED COST PROPOSAL

FROM:

Proponent's Name: \_\_\_\_\_

Proponent's Address: \_\_\_\_\_

\_\_\_\_\_

FOR:

Project Name: FC-8155, Design Build RM Clayton WRC Headworks Improvements

ITEMS:

No.	DESCRIPTION	TOTAL
1	Lump Sum Amount	
2	Owners Allowance	\$5,000,000.00
3	Partnering Allowance	\$1,500.00
	<b>TOTAL OF 1-3:</b>	

PROPOSAL TOTAL ITEMS 1 THROUGH 3, INCLUSIVE, THE AMOUNT OF:

\_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_).

ANNUAL MAINTENANCE AGREEMENT

\_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_).

CLEANING EXISTING HEADWORKS CHANNELS AND STRUCTURES

\_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_ PER TON OF DEWATERED GRIT REMOVED).

# **ATTACHMENT NO. 10**

## **Exhibit C-8 Interim Milestones and Incentives**

# PROJECT INTERIM MILESTONES AND INCENTIVES

## PROJECT INTERIM MILESTONES:

### Interim Milestone 1

#### **Description**

Submission of Draft Design Development Report (DDR) to the City within thirty (30) days after issuance of the notice to proceed (NTP).

#### **General**

The preliminary design phase includes the preparation of the DDR and subsequent deliverables required to initiate work. The DDR shall incorporate the project approach and meeting the requirements of Georgia Environmental Protection Division (EPD). The City shall review the DDR for conformance to the Design Criteria, as the document will serve as the datum for future project activities.

The Design-Builder must complete and submit the DDR to the City within 30 days from the Notice to Proceed. The City will provide review comments on the DDR within 7 calendar days. The Design-Builder will then address the comments and submit a final DDR to the Georgia EPD and the City within 45 days after the NTP.

#### **Requirements for the Design Development Report**

The DDR shall include, at a minimum the following items:

- Purpose;
- Description of existing facilities and proposed improvements;
- Design criteria;
- Hydraulic profiles and/or hydraulic computations;
- Hydraulic loading and other constituents;
- Final Process Mechanical Design concepts;
- List of technical specifications;
- Geotechnical information including geotechnical report and final foundation design recommendations;
- Existing site plan identifying the location of significant structures, conveyance features, equipment, ingress/egress, property boundaries, electrical systems, etc.;
- Conceptual site or system layouts and site plan identifying the location of significant structures, conveyance features, equipment, ingress/egress, property boundaries, electrical systems, etc.;

- List of equipment and performance specifications;
- Maintenance of Plant Operations;
- Project schedule;
- List of required permits;
- Description of Erosion Control Plans and Details

## **Interim Milestone 2**

### **Description**

Completion of Final (100%) design documents within 100 days upon issuance of the notice to proceed.

### **General**

The 100 percent design documents are a complete construction ready package for execution of the Project. The 100 percent design documents shall include final construction drawings and specifications for the project which address any outstanding comments from the City, regulatory agencies or other permitting entities.

### **Requirements of 100% Design Documents**

The following are required deliverables for 100% design:

- Final piping, valve and equipment lists;
- Final Instrument I/O list with all instrument set-points and ranges;
- Final plans, sections and details for civil, architectural, landscaping, structural, mechanical, electrical and instrumentation and control;
- Final technical specifications for all work disciplines;
- Landscaping and planting lists;
- Final Process and Instrumentation Drawings for all processes, with loop drawings illustrating the functional elements in the path of each sensor to each control system input/output (ISA S5.4);
- Narrative descriptions of control logic;
- HMI and SCADA screen layouts;
- Piping support, anchor and thrust restraint calculations and drawings;
- Architectural door, window, finish and hardware schedules and details;
- Final electrical single-line drawings;
- Final electrical panel schedules;
- Final security plan;
- Final Maintenance of plant operation (MOPO) plans.

Following the appropriate review and incorporation of comments, all drawings shall be sealed and signed by a State-registered professional engineer of the appropriate discipline.

## **PROJECT INCENTIVES:**

### **Incentive #1**

#### **Description**

Substantial Completion of Coarse Mechanical Bar Screen Improvements.

#### **General**

The Design-Builder shall be paid a lump-sum incentive payment for completion of 75% the coarse screen improvements if substantial completion occurs prior to or on the Incentive Date (defined below). No incentive payment will be provided if substantial completion occurs after the Milestone Date. The Incentive Date is as follows:

- Coarse Screen Incentive Date: 270 days after NTP

#### **Requirements of 75% Substantial Completion**

For the Design-Builder to be eligible for any incentive payment, the coarse screen improvements must be 75% substantially complete on or before the Incentive Date, as determined by the City. 75% Substantial Completion for purposes of Incentive #1 Course Mechanical Bar Screens shall include completion of the following activities:

- Complete installation of 3 of the 4 new coarse mechanical bar screen units.
- Complete installation of all associated bar screen periphery equipment on 3 of the 4 units including but not limited to washers, compactors conveyors and associated piping, valves and accessories.
- Complete installation of all associated electrical and instrumentation components required for equipment operation on three of the units.
- Completion of all functional and performance testing for each piece of equipment on each of the functioning 3 screens, and the bar screen system as a whole, for three of the four screens
- City acceptance of the consecutive 30-day system performance testing for three of the bar screens.
- Beneficial use by the City of 3 of the 4 coarse screening unit process.
- Acceptance of final O&M manuals for three of the screens
- Completion of operator training for three of the screens.

#### **Incentive Payment**

The Design-Builder shall receive a lump sum payment of \$200,000 if 75% Substantial Completion is met, as described above, on or before the Incentive Date.

## **Incentive #2**

### **Description**

Project Substantial Completion

#### **A. General**

The Design-Builder shall be paid a lump-sum incentive payment for early substantial completion of the Project if completion occurs prior to or on the Incentive Date. If substantial completion occurs after the Incentive Date, the Design-Builder shall receive no incentive payment. The Incentive date is as follows:

- Project Early Substantial Completion Incentive Date: 520 days after NTP

#### **B. Requirements of Substantial Project Completion**

For the Design-Builder to be eligible for any incentive payment, the Project must be Substantially Complete, as determined by the City. Project Substantial Completion shall have the meaning as defined in the Agreement and include completion of the following activities:

- Coarse Screening Improvements
  - Complete installation of all new coarse mechanical bar screen units.
  - Complete installation of all associated bar screen periphery equipment including but not limited to washers, compactors, conveyors and all associated piping valves and accessories.
  - Complete installation of all associated electrical and instrumentation components.
  - Completion of all functional and performance testing for each piece of equipment, and the system as a whole.
  - City acceptance of the consecutive 30-day system performance testing.
- Grit Removal System Improvements (in accordance with the Agreement Documents)
  - Complete installation of grit removal system to achieve firm treatment capacity
  - Complete installation of all associated grit system periphery equipment including, washers, classifiers and conveyors and associated piping, valves and accessories.
  - Complete installation of all associated electrical and instrumentation components.
  - Completion of all functional and performance testing at peak operating conditions for each piece of equipment, and the system as a whole.
  - Completion of grit removal performance testing, and City acceptance of the performance testing.
  - City acceptance of consecutive 30-day total system performance and operational testing.

- Completion of all periphery systems including: Odor Control, HVAC, Electrical, Instrumentation and Control, Site and Civil Improvements, and final landscaping.
- Completion and City acceptance of O&Ms for all Project equipment and elements.
- Completion of operator training for all Project equipment and elements.

**Incentive Payment**

The Design-Builder shall receive a lump sum payment of \$700,000 for early Project Substantial Completion on or before the Incentive Date.

# **ATTACHMENT NO. 11**

## **Response to Questions (11 Questions)**

## ATTACHMENT NO. 11

### **Response to Questions**

1. **Question**

RFP Part 2, 3.2.6.1 states Milestone 4 includes an Early Project completion incentive within 540 days upon issuance of notice to proceed. Part 5, Exhibit C-8 – Milestone Incentives, Incentive #2 states 520 days after NTP for this same milestone. Please advise which is correct.

**Answer**

Incentive #2 applies to early Project completion within five hundred and twenty (520) days upon issuance of the Notice to Proceed (NTP), if applicable. See Addendum No. 5, Item No. 1.

2. **Question**

According to Para 1-7-04, Section 01410, a training program needs to be implemented; will that be required throughout the duration of the project? Also, will it need to be run by Proponent's Testing Lab?

**Answer**

Section 01410 refers to Laboratory Testing Services, which does not require a training program.

3. **Question**

The Special Inspection is provided by us a testing and inspection entity; will the special inspection need to be provided by someone outside (1-7-06, Page 01400-8)?

**Answer**

Yes.

4. **Question**

I was curious to know if the Department of Watershed Management (“DWM”) would consider adding a Public Information Officer (PIO) line item to this bid? There are several certified M/FBE subcontractors capable of performing PIO services that will otherwise be precluded from participating on this contract. I'm hopeful that my firm may have the opportunity to participate.

**Answer**

Yes. The Department of Watershed Management currently has a PIO to provide services for this project. However, in lieu of performing the task in house, Proponents are permitted to subcontract the PIO work to obtain M/FBE participation credit. However, because the majority of the Project Work will occur on the City's property, the Scope of Work for the PIO is anticipated to be extremely limited. See Attachment No. 8.

5. **Question**

Part 5, Exhibit C-4 (Preliminary Concept), Page 5, under heading “Existing Odor Control System”, it states, "In addition, it is also assumed that the HVAC system will be replaced with new and improved systems as well". However, Exhibit C-1, Section 2.0 – Process Design Criteria, does not address existing HVAC systems. If the scope of work is to

repair and/or replace any of the existing HVAC system, please provide specific scope of repair & replacement, and incorporate into Exhibit C-1, Section 2.0 – Process Design Criteria.

**Answer**

Any new building proposed by the Proponent must have sufficient odor control and HVAC to meet all codes and regulations. The existing headworks building HVAC and odor control must be evaluated by the Design Build Joint Venture (“DB”) and repaired or replaced to meet all codes and regulations.

6. **Question**

Exhibit C-1 – Design Criteria Package, Section 2 – Process Design Criteria, 2.1 General Overview, states “The existing headworks structures, channels and influent junction box shall be thoroughly cleaned of settled grit and all inert materials.” Is the intent of this to be a one-time effort, to be completed at the end of construction and prior to performance testing and turnover of completed system to the City? Please quantify the amount of grit to be removed?

**Answer**

See Addendum No. 5 Item No. 2.

7. **Question**

RFP Part 2, Section 3.2.9 states that the Warranty shall extend for a period of five (5) years from the date of Substantial Completion. RFP Part 1, Section 24.3.1 states the performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the longer. Please clarify what warranty period the performance and payment bond shall be required to remain in effect for.

**Answer**

The performance bond should remain in effect for two (2) years after final completion. See Addendum No. 5 Item No. 3. The extended Warranty period is a separate requirement for the Project and applies to all supplied equipment. See Addendum No. 4 Item No. 6.

8. **Question**

Exhibit C-1, Section 1, article 1.4.1, bullet 10 (from the top of page) on page 1-4 outlines “Security Plan” with three (3) sub-bullets. Does the City want security and access control similar to other buildings at the WRC? If so, please provide requirements. Please confirm this is for new construction only.

**Answer**

See Addendum No. 5, Item 4.

9. **Question**

Appendix B INSURANCE & BONDING REQUIREMENTS, Paragraph F Builders Risk/Installation Floater and Paragraph G Property Coverage/ Inland Marine requires the Contractor/Consultant to procure and maintain all risk property coverage in the amount

equal to replacement cost of... We assume replacement costs is equal to the contract amount.

**Answer**

Property Replacement cost must be equal to the contractor/consultant equipment cost to replace the personal property.

- a. Does the replacement cost of the project coverage requirement include the coverage for Earthquake, Wind and Flood or are sub limits for this coverage acceptable? Typically sub limits are acceptable for these perils.

**Answer**

Sub-limits are not acceptable; Proponent is required to procure and maintain All Risk Property coverage.

- b. If sub limits are acceptable, please indicate acceptable sub limits for each peril?

**Answer**

Sub-limits are not acceptable.

10. **Question**

Are any of the engineers or consultants named in any of the information as part of the proposal documents precluded from being part of this proposal?

**Answer**

See Addendum No. 5, Item No. 11.

11. **Question**

Testing will need to be described in greater detail in order to get an understanding of what is expected in order to accommodate. There is no performance test protocol provided in the documents. Attached (**Attachment not included in Addendum**) is the performance test protocol that we recommend. Can this be added to the RFP documents? Performance test protocol shall be mutually acceptable.

**Answer**

No. The Proponent must hire a 3rd party testing agency in accordance with Part 2, Section 3.2.4.5 of the RFP.