	Contractor's Questions	Owner/Engineer's Response
1	In our experience, work of this type is frequently procured without requiring bonding. Would the City consider removing the bonding requirement from this request for proposals?	***- The City believes that it is prudent and appropriate to maintain the full bonding requirements as specified in the contract documents.***
2	It appears that some of the text files from BRWTP Transdyn didn't have any tags in them. Is this correct? For example, "POINTFLTR9"	***- The Owner did a review of the files on the ftp site and has confirmed that the file labeled 'POINTFLTR9.txt' does not contain any data and thus is an extraneous file.***
3	Technical specification 40 90 00 – 23, item C.2.a.3: Will test PLC's be provided by the owner, or will the Contractor be required to have these?	***- Test PLCs shall be provided by the Contractor for testing HMI to PLC functions.*** ***- Before the end of this year the Owner will replace PLC D30 with a Modicon Unity PLC which will provide a spare Square D SY/MAX D600 that may be used by the Contractor for testing.***
4	Does the City consider the Dual Purpose PS a plant for training/warranty hours?	***- Dual Purpose PS, a stand alone facility, is considered a separate plant for training and warranty hours.***
5	Do we need to procure the Win-911 software? (SCOPE OF WORK section 21, page 6 of RFP)?	***- The short answer is Yes.*** ***- Exhibit G Technical Specifications Section 40 94 13 - Article 2.05 Paragraph B lists minimum software requirements. The last table entry on page 15 of this section lists 4 copies of WIN-911 Pro.***
6	There is a discrepancy in the Request for Proposal document regarding the quantity of proposals that should be submitted. Page 7 in Section III requires Ten (10) copies and page 14 in Section VIII requires Eight copies. What is the actual quantity of proposals required?	***- Please provide Ten (10) copies as listed on page 7 of the Request for Proposal.***
7	We are interested in bidding as a joint venture with another firm. The other firm was not at the pre-bid conference. Can we still bid with the other firm as a joint venture?	***- Yes, you may propose as a joint venture with another firm since one party of the JV was represented at the mandatory pre-proposal meeting.***
8	Refer to Attachment A - DESIGN-ASSIST CONSTRUCTION AGREEMENT: Performance and Payment Bond specimen has a 2004 date – Can we get updated specimen with current date?	***- Date should have read 20__.*** ***- The Performance Bond form with the correct date format will be provided to the selected firm.***
9	Refer to Attachment A - DESIGN-ASSIST CONSTRUCTION AGREEMENT: Article 3.4.6 – Are there any other Contractors anticipated on this project? Is this provision still pertinent? If not, can it be deleted?	***- Article 3.4.6 will not be deleted. City is reserving our rights in the event another contractor files a claim.***
10	Refer to Attachment A - DESIGN-ASSIST CONSTRUCTION AGREEMENT: Article 3.5 – Similar to Item 3.4.6 – Can this be deleted?	***- Article 3.5 will not be deleted. City is reserving our rights in the event another contractor files a claim.***
11	Refer to Attachment A - DESIGN-ASSIST CONSTRUCTION AGREEMENT: Article 4.2.2 –The better course of action is to have the float available for the use of all parties. Can this be revised?	***- Available float use can be negotiated with the selected firm.***
12	Refer to Attachment A - DESIGN-ASSIST CONSTRUCTION AGREEMENT: Articles 4.4.2.5 and 2.3.1 – These provisions contain different standards for determining whether we're entitled to a change order for unforeseen conditions. Article 4.4.2.5 contains a "**could not reasonably have been anticipated** by CONTRACTOR in preparing the Schedule" standard and Article 2.3.1 contains a "subsurface or concealed conditions which differ materially **from that actually known** by CONTRACTOR on the date of this Agreement" standard (Emphasis added). These two provisions should be reconciled, preferably to the "**from that actually known**" standard. Can Article 4.4.2.5 be revised to read like Article 2.3.1?	***- Language may be clarified during the negotiation process with the selected firm.***

	Contractor's Questions	Owner/Engineer's Response
13	Refer to Attachment A - DESIGN-ASSIST CONSTRUCTION AGREEMENT: Article 4.6.2 – The Liquidated Damages of $500/day seem to be excessive for this contract. Can this section be revised to something more reasonable or removed?	***- Liquidated Damages rates may be negotiated with the selected firm.***
14	Refer to Attachment A - DESIGN-ASSIST CONSTRUCTION AGREEMENT: Article 9.1 A. - The insurance industry will no longer agree to provide 30 day notice of policy cancellation as required by the language here. Can it be changed to state that it is our responsibility, and not the insurers, to provide such 30 day notice, using language similar to the following: Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. Engineer shall provide notice to Owner at any time Engineer becomes aware of any cancellation or material change in the above insurance policies.	***- Language may be clarified during the negotiation process with the selected firm and will be similar to the following:*** ***- Should any of the policies be cancelled before the expiration thereof, written notice will be delivered in accordance with the policy provisions. Contractor shall provide written notice to Owner at any time Contractor becomes aware of any cancellation or material change in the above insurance policies.***
15	Refer to Attachment A - DESIGN-ASSIST CONSTRUCTION AGREEMENT: Article 9.1 D. E. – Can you add "per claim" after $1,000,000 at the end of this provision?	***- This Article can be negotiated with the selected firm.***
16	Refer to Attachment A - DESIGN-ASSIST CONSTRUCTION AGREEMENT: Article 9.4 – Can you delete "including the loss of use thereof,"?	***- This Article can be negotiated with the selected firm.***
17	Refer to Attachment A - DESIGN-ASSIST CONSTRUCTION AGREEMENT: Exhibit C – Is Exhibit C applicable to this contract?	***- Removal of Exhibit C can be negotiated with the selected firm.***
18	RFP Page 5, II – Scope of Work, 8.b. Are these roll-up values existing in the HDR and provided by the DYNAC, or are these to be created? If the values are to be created, will the CSI be responsible for modifying the Oracle database to map these values to or will EU perform this?	***- The CSI will be responsible for modifying the existing Oracle database as required to link the 5min, hourly and daily values to the HDR, including min/max/average aggregates.*** ***- EU will provide the file transfer format as stated in part c. of this paragraph.***
19	Drawing N2 and RFP Page 6, II – Scope of Work, 11. Confirm that the DCOPW07 designated for the Chemical Building shown on the drawing is the replacement for the Magelis XBTGT for the Hypochlorite system referenced in the RFP scope of work.	***- The intent is that any HMI terminal may be used for viewing the hypochlorite system.*** ***- The only standalone HMIs will be the three Development Workstations and Dual Purpose PS.*** ***- Perhaps the intent of sentence would be clearer by replacing the words "and integrate" to" by integrating". Also applies to Scope of Work, 10 and 12.*** ***- New sentence: "Replace standalone Magelis XBTGT 7340 HMI package for the Dry Creek WWTP Hypochlorite system ~~and integrate~~ by integrating all existing graphics, alarm, and control functions into the new iFIX SCADA System for the Dry Creek Treatment Plant."***
20	Drawing N4 and RFP Page 6, II – Scope of Work, 12. Confirm that the PGOPW06 shown on the drawing is the replacement for the Wonderware HMI package for the UV System referenced in the RFP scope of work.	***- See answer to question above.***
21	Design-Assist construction agreement, page 8, Section 2.4.1 and 01 33 00-3, 1.02.F.2 reference different review period durations: minimum of 14 days in the agreement and 21 days in the specification section. Please confirm the expected duration of review periods.	***- Design-Assist construction agreement requires a minimum of 14 days to review and Section 01 33 00 states that Engineer will transmit a response not later than 21 days.*** ***- Thus the review will be completed in a time period of 14 to 21 days.***

	Contractor's Questions	Owner/Engineer's Response
22	Will electronic source files (AutoCAD, Word, Excel, etc.) be provided for existing drawings and documents to be modified by CSI?	***- The electronic source files for all documents to be modified by the CSI will be provided.***
23	Which version of AutoCAD is required?	***- AutoCAD 2009 is EU's official version.*** ***- Project drawing source files were developed in AutoCAD 2011. Project drawings may be done in any version of AutoCAD that is forward/backward compatible so that it can be saved as an AutoCAD 2009 file for the Owner's use.***
24	Section 40 90 00-19, 2.01.A references "loop performance". Please confirm that this phrase refers only to the HMI and Historian portion of the functionality of the loop, as the CSI will not be modifying the PLC portion or field configuration of the loops.	***- Correct, this statement refers to the HMI and Historian functionality of the loop.***
25	Section 40 90 00-24, 2.06.C.4.i – Please clarify which reports are to be provided from the SCADA system. It was mentioned at the pre-bid meeting that reports are currently generated from the HDR, which we interpreted to imply that these reports already exist and will not have to be created or modified by the CSI.	***- All reports originally in the DYNAC SCADA system are being converted by EU to be generated directly in the HDR.*** ***- The CSI will not be required to generate any reports.***
26	Section 40 90 00-25, 3.01A.1 requires CSI to verify the proper installation of equipment not supplied by the CSI but that interfaces to the SCADA system. a. Clarify which equipment falls into this category: PLCs and RTUs? Radios? Fiber system?, etc. **b.** If an issue is found with the installation of equipment supplied/installed by others, clarify which party is responsible for correcting the deficiencies.	***- Delete 40 90 00-25 3.01.A.1*** ***- Existing treatment plant infrastructure, PLCs and RTUs, Fiber systems up to the patch point, Radios, etc would not be the responsibility of the CSI.***
27	Section 40 94 13-2, 1.04 Confirm whether the provision of the required environmental conditions in this section are to be the responsibility of EU.	***- All conditions are existing, however, after doing Heat Load calcs required as part of 40 90 00 Submittals, Server rooms might require additional cooling to maintain their temperature parameters.*** ***- EU will do control room HVAC modifications under a separate contract, but will need the required heat load calcs to size the HVAC appropriately.***
28	Section 40 90 00-29, 3.04.C.d refers to "data management displays and printouts" as one of the topics for the management seminar. Please provide clarification of what data management displays and printouts this is referring to.	***- Delete 40 90 00-29 3.04.C.6.d***
29	40 90 00-24, 2.06.C.2.a.4) Please confirm whether the "Maintenance Mode PLC logic" is the ability of the operator to place a tag into maintenance mode at a SCADA workstation and manually enter a value that will be used in the PLC for alarming, control, and interlocks.	***- This functionality will not be passed down to the PLC, it is purely a virtual point that will allow EU to use the virtual point for a database compliance points that can be 'frozen, or set at a value' thus not skewing EU's reporting when they are performing maintenance activities. This will allow EU to see the real input point that may be varying, and also the virtual point which is in maintenance mode.***

	Contractor's Questions	Owner/Engineer's Response
30	Section 40 90 00 1.01-C states that the existing Dynac system will operate in parallel to the new iFix SCADA system until substantial completion of each site. a. Will the existing communications between sites be able to support data traffic from both systems? b. Will the local network to the PLCs handle communications to both Dynac and the new iFix system?	***- We believe that based on PLC data polling rates configured in Dynac, existing communications between sites will be able to support data traffic from both systems.*** ***- If temporary modifications to the polling rates are required to support simultaneous monitoring, then those changes will be coordinated with the Engineer and City, as required.*** ***- We also believe that the local network to PLCs can handle communications to both Dynac and the new iFIX systems.***
31	Section 40 90 00 1.01-E states that the existing standalone Wonderware and Magelis systems are to be replaced. Please confirm that the PLCs associated with these standalone systems will have a network connection to the SCADA network.	***- Confirmed, these systems already provide limited data to the Dynac system over the plant SCADA network.***
32	It is our understanding that the existing UPS's are intended to be used to provide UPS power to the new SCADA equipment. If it turns out after the UPS systems loads calculations that upgraded UPS's are required, new UPS systems specifications would be required. Would it be required to provide a separate UPS specification, or the UPS specification could be included in Section 40 90 00?	***- Yes, it is intended that the existing UPS's would be used to power new and existing loads wherever possible.*** ***- At the time it is determined that any UPS might need to be upgraded, the same manufacturer and models would be requested.*** ***- This is a situation where an exception to the Guaranteed Maximum Price would be increased per an approved Change Proposal.***
33	How is the UPS power distributed to the existing SCADA equipment at each site - via a UPS power distribution panel or through the power outlets on the UPS?	***- UPS power is distributed to the existing SCADA equipment at each site via a UPS distribution panel.***
34		***- During the Pre-proposal meeting we collectively elected to not preview the Dual Purpose Pump Station. Attachment No. 1 is a photo of the DPPS control room.***
35		***- Refer to Request For Proposal Section IV, Cost Proposal.*** ***Delete Section IV in its entirety and Replace with attachment No. 2, Request For Proposal Section IV, Cost Proposal.***

Attachment No. 1
Photo of Dual Purpose Pump Station Control Room

Attachment No. 2
Refer to REQUEST FOR PROPOSAL, replace "Section IV- Cost Proposal" in its entirety with the following:

IV - COST PROPOSAL - (Ten (10) copies to be submitted in a Separate Sealed Envelope with CONTRACTOR's Proposals)

The CONTRACTOR's Cost Proposal shall include the following information:

- CONTRACTOR's Guaranteed Maximum Price (GMP) to complete all of the Work in accordance with this RFP, CITY's proposed Design-Assist Agreement, and all addenda issued.

- A Cost Breakdown of the CONTRACTOR's GMP to complete the Work shall be provided. The cost breakdown will be by task as outlined in SCOPE OF WORK. The cost Breakdown shall include all proposed testing to be completed. CONTRACTOR shall have separate costs shown for Project Management/Administration and Direct Job Overhead (see Exhibit A of the Agreement for further definition of Project Management and Direct Job Overhead costs allowed. Mobilization, Markup Fees, bonds, insurance, and other general costs shall be prorated to each breakdown cost item. This Cost Breakdown will only be used in the CITY's evaluation process of CONTRACTOR's proposal and will not be used after the Agreement is executed.

- CONTRACTOR's list of allowances, assumptions, clarifications, schedule, suggested Design-Assist Agreement edits, or additions, suggested unit prices or the like which are the basis for the CONTRACTOR's GMP.

- Hourly Field Labor Rate Table which shows all direct labor costs for each worker classification anticipated to be used by CONTRACTOR in completing the Work. Hourly Field Labor Rate Table shall be in the same format as draft Table IV-1.

Table IV-1

							Overtime Rates	
Craft	**Classification**	**Base**	**Vacation**	**All Fringes**	**P/R Tax & Insurance**	**Straight Time Hourly Rate**	**Daily/ Saturday Rate (1-1/2X)**	**Sunday Holiday Rate (2x)**
CARPENTER	Forman Journeyman -Leadman Journeyman							
MILLWRIGHT	Forman Journeyman-Leadman Journeyman							
PIPEFITTER	Forman Journeyman-Leadman Journeyman							
LABORER *Group 3-B*	Forman Journeyman-Leadman Journeyman							

OPERATOR Forman *Group 3-1* Journeyman-Leadman Journeyman							
CEMENT MASON Forman Journeyman							

NOTE: THE LABOR CLASSIFICATIONS LISTED ABOVE ARE FOR ILLUSTRATION PURPOSES ONLY. THE CONTRACTOR IS TO LIST THE CLASSIFICATIONS THEY ANCIPATE USING IN THE PERFORMANCE OF THE WORK IN COMPLETING THE TABLE ABOVE.

- Hourly Labor Rate Table for all Management and Administrative labor anticipated to be used by CONTRACTOR in completing the Work. Hourly Labor Rate Table for all Management and Administrative labor shall be in the same format as draft Table IV-2.

Table IV-2

Management or Administrative Position	Hourly Rate including markup
Principal in Charge	
Project Manager	
Superintendent	
Project Engineer	
Administrative Assistant	

NOTE: THE LABOR CLASSIFICATIONS LISTED ABOVE ARE FOR ILLUSTRATION PURPOSES ONLY. THE CONTRACTOR IS TO LIST THE CLASSIFICATIONS THEY ANCIPATE USING IN THE PERFORMANCE OF THE WORK IN COMPLETING THE TABLE ABOVE.

- Equipment Rate Table for all CONTRACTOR-owned equipment anticipated to be used by CONTRACTOR in completing the Work. Equipment Rate Table shall be in the same format as draft Table IV-3. Please show manufacturer, model and size/capacity of each equipment item listed.

Equipment with a value of $500.00 or greater: The CONTRACTOR will be paid the following rates for equipment owned by CONTRACTOR:

Table IV-3

Equipment Item Manufacturer, Model and Capacity/Size	Hourly Rate	Daily Rate

The rate listed above for equipment owned by the CONTRACTOR will, in all cases, be understood to cover all fuel, supplies, repairs, ownership, and incidental costs and no further allowances will be made for those items, unless specifically approved in writing by the CITY. The above equipment rates will remain unchanged for the duration of the project.

- CONTRACTOR's proposed mark-up percentage table. Fee Schedule shall be in the same format as draft Fee Table IV-4.

The CONTRACTOR's Mark-up percentage for general overhead and profit will be paid in accordance with the following percentage mark-ups:

Table IV-4

Hourly Field Labor	_____%
Management and Administrative Labor	Included in hourly rates
Materials	_____%
Construction Equipment	_____%
Subcontractors	_____%
Special Services	_____%
Bonds	_____%
Direct Job Overhead Expenses	_____%
Taxes	_____%

- CONTRACTOR's proposed sharing of the difference between the total cost of the Work, plus the Contractor's Markup, and the GMP if the project is completed for less cost than the GMP, per paragraph 5.1 and 5.1.1 of the Design-Assist Agreement; included as Attachment A.

- CONTRACTOR's proposed fee schedule shall utilize prevailing wage rates per Article 13 of the Proposed Design-Assist agreement; included as Attachment A.

- CONTRACTOR shall furnish and deliver to CITY Performance, Labor & Materials, and Warranty Bonds issued by a surety prior to, and as a condition precedent to, commencement of the Construction Work on the Site.

- City's proposed Design-Assist Agreement, Attachment A, is available for download from EU's website (http://roseville.ca.us/eu/news_n_information/request_for_proposal.asp).