

Addendum No. 01

Hi-Desert Water District
Request for Proposals to Provide Progressive Design-Build Services for the
Phase II Wastewater Collection System Project

The following addendum shall be made part of the Request for Proposal documents:

Questions and Answers:

Q1. Can Innovyze InfoSWMM Modeling Software be used for the hydraulic model?

A1. No, InfoSWMM will not be supported by Innovyze beyond May 2025. Innovyze is encouraging InfoSWMM customers to move to Autodesk InfoWorks ICM.

Q2. Can the District provide a map of the packaged treatment plants? (see Section 1.5 District Objectives)

A2. The District is aware of one package treatment plant for the Sage Estates Tract, located southeast of the intersection of Golden Bee Drive and Sage Avenue.

Q3. Section 1.8 of the RFP requests respondents to review the draft PDB Contract and provide comments/edits in accordance with Section 4.6. However, the RFP does not seem to have a Section 4.6 specifying the requirements for submitting those contract comments/edits. Please clarify what instructions should be followed.

A3. Replace Section 1.8 (Progressive Design-Build Services Contract) of the RFP with the following:

“The Respondent understands that neither this RFP nor the Proposal shall constitute a contract with the District. No contract is binding or official until Proposals are reviewed and accepted by appointed District staff; approved through the appropriate level of authority within the District; and an official contract is duly executed by the parties.

Attachment E (Progressive Design-Build Services Contract [Draft]) is provided to Respondents with this RFP and contains what is anticipated to constitute the Progressive Design-Build Services Contract (PDB Contract). Each Respondent shall review this proposed document and provide comments/edits regarding any aspect of such document about which it has any concern, including but not limited to terms that it considers ambiguous or which it believes should be modified. Such comments/edits shall be submitted to the District as Appendix D of the Technical Proposal.

The District will review all comments/edits received and, if it deems appropriate, in its sole discretion, may modify the PDB Contract during contract negotiations. Respondents are on notice that the draft PDB Contract in place as of the Proposal Submittal Deadline is the form upon which each Proposal shall be based. Technical Proposals and Cost Proposals should anticipate that the District and the Successful Respondent will contract for services under the terms in the draft PDB Contract, or as modified by Addendum.”

Q4. Are the comments on the Draft PDB Contract due at the same time as the main proposal submission, or is there an earlier deadline for submitting these comments?

A4. Comments/edits on the Draft PDB Contract shall be submitted at the same time and as Appendix D of the Technical Proposal and will be resolved during contract negotiations.

Q5. If the Draft PDB Contract comments are to be submitted along with the proposal, please confirm whether it is acceptable to include these comments as an additional appendix to the main proposal document.

A5. Comments/edits on the Draft PDB Contract shall be submitted as Appendix D of the Technical Proposal and will be resolved during contract negotiations.

Q6. Regarding the submission of the minimum scope of services and any proposed changes, as required in the RFP, is it acceptable to submit this portion of the proposal in a separate envelope, rather than including it as part of the six copies of the main proposal?

A6. Comments/edits on the Minimum Scope of Services shall be submitted as Appendix E of the Technical Proposal and shall be part of the six (6) printed copies. Comments/edits will be resolved during contract negotiations.

Q7. Regarding the submission requirements outlined in Section 5.1, please clarify the following: In addition to providing 6 physical copies and an electronic version on a USB flash drive, the section mentions that the respondent shall upload one (1) electronic version to a share file account. Please specify whether this share file account will be provided by the District, or if the proposer is allowed to use any share file platform of their choice and email the access link to the District?

A7. The proposer shall use the share file platform of their choice and shall email the access link to the District's point of contact.

Q8. Section 2.5 of Attachment D discusses the Owner's document control system. Can you please provide more details on what document control system the Owner uses? Additionally, would the District be open to the contractor utilizing our own document control system for this project?

A8. The document control system that will be used for the project is CMIS, by Construction Management Enterprises. The PDBT will be required to utilize CMIS.

Q9. The Stage I Design-Build Services Fee Summary Form is Missing Section 2 Environmental Services. There are required activities in the MND & MMRPs prior to Construction and costs should be allocated to this section.

A9. Per Section 3 of the Minimum Scope of Services, costs for incorporating environmental requirements into the design shall be included in the design tasks and costs for implementation of the mitigation measures during Stage II of the Project shall be included in the GMP. Implementation of mitigation measures, including biological surveys prior to construction, are considered Stage II services.

Q10. Is the Safety Representative (General Conditions 6.24) a full-time position with no other responsibilities?

A10. Comments/edits on the Draft PDB Contract shall be submitted as Appendix D of the Technical Proposal and will be resolved during contract negotiations.

Q11. Based on the language on Page A2-66 of the Draft PDB Contract, is there a possibility that the completion deadline of December 31, 2025 would be extended due to unforeseen circumstances?

A11. The completion date listed is based on the anticipated completion date that will be in the CWSRF funding agreement between the District and the State. The completion date will only be extended if the State grants an extension for the funding agreement.

Q12. RFP Section 2.1 indicates the scope of work under this Phase II project will consist of a redefined Phase II boundary as a collaborative effort between the PDBE and the District. However, it appears that the District has asked the respondent to provide a revised conceptual boundary for this project. Without any preliminary design work complete, and without any collaboration with the District what is the expectation for how the conceptual boundary will be redrawn? Please define the criteria the District expects us to use in defining this new boundary as well as the significance of this conceptual boundary in the evaluation and selection of the PDBT?

A12. A conceptual boundary shall be developed by the respondent based on the District's objectives described in Section 1.5 and the estimated Stage II budget listed in Section 2.2. The conceptual boundary shall be used as the basis for determining the scope and cost of Stage I services and will be evaluated as part of the Project Understanding and Approach criteria. The final boundary for the Phase II project will be delineated during design and will be a collaborative effort between the selected respondent and the District.

Q13. If the District is to require we provide a redefined conceptual boundary, schedule and quantities for this project, additional information and time is needed to prepare our proposal. Please provide additional information and clarification on the District's expectations and extend the due date accordingly.

A13. Due to time constraints the District is unable to extend the proposal due date.

Q14. General Conditions 6.29 B states that PDBE entity will be liable for fees, fines or penalties imposed on Agency above and beyond liquidated damages. Has the Agency disclosed all time commitments it has made to third parties that will subject it to fees, fines or penalties and the amounts of the fees, fines or penalties established in any agreements or obligations between Agency and any third party? Typically such items are placed in the "liquidated" damage amount so the contractor knows what his risks are.

A14. Comments/edits on the Draft PDB Contract shall be submitted as Appendix D of the Technical Proposal and will be resolved during contract negotiations.

Q15. General Conditions 6.29 A (two places). Please consider changing the language "(with counsel of Agency's choosing)" to "(with counsel consented to by Agency, which consent shall not be unreasonably withheld)"

A15. Comments/edits on the Draft PDB Contract shall be submitted as Appendix D of the Technical Proposal and will be resolved during contract negotiations.

Q16. General Conditions 6.39 purports to waive Public Contract Code 7104 and states the PDBT is responsible for concealed or unknown conditions, which appears in conflict with the sentence in the Contract – 3.6(a) – "unanticipated field conditions which could not be reasonably foreseen by the PDBE are encountered which require changes." Is the PDBT entitled to compensation for unforeseen conditions?

A16. Comments/edits on the Draft PDB Contract shall be submitted as Appendix D of the Technical Proposal and will be resolved during contract negotiations.

Q17. General Conditions 10.7 indicates Agency will not be liable for typical delay damages even when the Agency unreasonably delays the job. “Actual costs” are usually rare in a delay situation and no substitute for field and home office overhead costs. Do you mean to preclude both extended field and home office overhead by this provision?

A17. Comments/edits on the Draft PDB Contract shall be submitted as Appendix D of the Technical Proposal and will be resolved during contract negotiations.

Q18. What contingencies, if any, is the PDBT allowed to carry within the cost estimates and/or GMP?

A18. As listed in Section 3.4(d) of the draft PDB Contract, Agency Contingency shall be ten percent (10%) of the Construction Cost incurred by the PDDBE.

Q19. In preparation of our proposal, can the Phase I design criteria, standards, data, and approach be provided in digital and/or hard copy form?

A19. Refer to the 2013 Phase I Preliminary Design Report included in Attachment B. No other versions (digital or hard copy) will be provided.

Q20. Does the existing (Phase I) system hydraulic modeling reflect designed or as-constructed conditions?

A20. Per Section 6 of the Minimum Scope of Services, a hydraulic model of the existing wastewater collection system is not available.

Q21. Attachment B of the RFP includes 2 Reports by Atkins which discuss hydraulic modeling. In preparation of our proposal, will the hydraulic modeling from these Reports be made available in digital format and if so, in what software?

A21. The hydraulic model used for those reports is not available.

Q22. If the Phase I hydraulic model is not available, can you provide the sewer master plan model in digital format? In what program?

A22. The hydraulic model used for the sewer master plan is not available.

Q23. In preparation of our proposal, can the District provide the GIS and record drawings in digital format?

A23. GIS shapefiles and record drawings for the Phase I wastewater collection system are provided as an attachment to this addendum. PDBT shall conduct its own utility research and mapping of existing utilities and shall not rely solely on shapefiles and record drawings provided for design purposes.

Q24. How was the District’s estimated budget of \$73 million for Stage II services derived?

A24. The estimated budget is based on the anticipated CWSRF funding budget.

Q25. Does the \$73 million budget consider cost escalations between 2018 when the Atkins report was released and 2024 market conditions?

A25. The budget does not align with the 2018 Atkins report. The 2018 Atkins report included both Phase II and Phase III areas. This project will redefine the Phase II area, which may include areas from the original Phase II area and the Phase III area.

Q26. What is HDWD's expectations for the revised conceptual boundary in light of the project budget?

A26. Refer to Section 2.1 of the RFP and answers above.

Q27. Is the Land use map, both current and 50 year planning horizon, available digitally?

A27. A GIS shapefile for zoning and land use data from the Town of Yucca Valley is provided as an attachment to this addendum.

Q28. Are the existing Sewer Master Plan and Phase I boundaries Basins /Sub basins available digitally?

A28. A GIS shapefile of the Phase I boundary is provided as an attachment to this addendum. The Sewer Master Plan can be found online.

Q29. Are the utilities found in Phase I available? In What format?

A29. Record drawings for the Phase I wastewater collection system are provided as an attachment to this addendum and show some existing utilities. PDBT shall conduct its own utility research and mapping of existing utilities and shall not rely solely on record drawings provided.

Q30. The draft contract limits working hours to 7:00 a.m. to 3:30 p.m. Monday through Friday. To meet the December 25, 2025 completion date, will the contractor be permitted to work extended hours or weekends to meet the project schedule. If so, what are the hours/days the PDBT will be permitted to work?

A30. It is anticipated that the PDB contract will be modified so that regular working hours are defined as hours between 7:00 a.m. and 5:00 p.m., Monday through Friday, as required by the Town of Yucca Valley. Work outside of regular working hours will require prior approval from the Town of Yucca Valley and the District. For the purposes of this proposal, the PDB shall assume work outside of these regular working hours will not be permitted.