



Procurement Department Bid Office
Customer Center – 1st Floor, Room 002
21 W. Church Street
Jacksonville, FL 32202

August 21, 2019

ADDENDUM NUMBER: One (1)

TITLE: Progressive Design-Build Services for the Water Purification Demonstration Facility

JEA RFP NUMBER: 124-19

PROPOSAL DUE DATE: August 27, 2019

TIME OF RECEIPT: 12:00 PM

TIME OF OPENING: 02:00 PM

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

1. Question: “In regards to RFP 124-19 titled Progressive Design Build Services for the Water Purification Facility for the Jacksonville Electric Authority - will the city be purchasing new SCADA software or implementing work into an existing system?”

Answer: The water purification facility will have its own control system but will be integrated into JEA’s existing system-wide water/wastewater/reclaimed SCADA system. It is anticipated that the current JEA SCADA standards will be used where applicable.

2. Question: “For ease of review, will JEA allow a table of contents that is not included in the page limitations?”

Answer: Yes.

3. Question: “This project has very important and distinct elements. Would proponents be allowed to include a two page cover letter or executive summary in addition to the 40 page limit to help evaluators during the review of proposals?”

Answer: A cover letter, if any, is allowed and excluded from page limit. The cover letter, if any, not have a point value associated with it.

4. Question: “Please confirm that a cover letter is excluded from the 40-page count limit.”

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Answer: Please see item four in this addendum.

5. Question: “In regards to RFP 124-19 titled Progressive Design Build Services for the Water Purification Facility for the Jacksonville Electric Authority - will the city be purchasing new SCADA software or implementing work into an existing system?”

Answer: The water purification facility will have its own control system but will be integrated into JEA’s existing system-wide water/wastewater/reclaimed SCADA system. It is anticipated that the current JEA SCADA standards will be used where applicable.

6. Question: “Can the (5) projects required for the minimum qualifications for the Engineer and (3) projects required for Section 2’s Engineering Experience be from multiple engineering firms?”

Answer: More than half must be from the lead engineering firm. As stated in the solicitation:

- a) description must state if the firm was the prime or sub and limits of responsibility on the project
- b) include which key members worked in key roles on the reference projects and what their role was
- c) preference is given for key staff members working on reference projects
- d) preference is given for key staff members past experience working with each other

7. Question: “In order to present the strongest team with the most relevant experience for this hallmark project, can a design subconsultant team member’s experience be used to help meet the Engineer Minimum Qualifications as stated in the Solicitation?”

Answer: Please see item seven of this addendum.

8. Question: “Knowing the importance and hallmark nature of this project, would JEA consider extending the due date of this proposal by two weeks to accommodate enough time to prepare our technical approach?”

Answer: No.

9. Question: “Will JEA allow a 2-page cover letter that is not included in the page limitations?”

Answer: Please see item four in this addendum.

10. Question: “The solicitation identifies “Five (5) key primary team members” but also allows for additional resumes to be included in an appendix to allow evaluators to identify “key team members in the organizational chart”. Will JEA allow for some of the other “key team members” to participate in the presentation/interview?”

Answer: Personnel other than “key team members” may participate in the presentation/interview, however, the “key team members” should be present or available via phone.

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11. Question: “The submittal is due on August 27th. The JEA Southwest CMAR project is due on the same day. We are proposing on both opportunities. Would JEA consider extending the due date for Water Purification Demonstration Project by two weeks?”

Answer: No.

12. Question: “Will JEA agree to negotiate terms that may take a Consultant out of its Professional Liability insurance, such as “highest” and “best,” consistent with the standard of care in Article 2.3.3?”

Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

13. Question: “Will JEA agree that the warranty period shall commence on the date of the Owner’s issuance of a certificate of substantial completion?”

Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

14. Question: “Will JEA agree that the initial start-up and testing of the Project will occur prior to substantial completion?”

Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

15. Question: “Will JEA agree to a one-year warranty period as set forth in Article 2.3.4 (M)?”

Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

16. Question: “In Article 6.4, will JEA agree if the Design-Build Firm fails to achieve Substantial Completion of Phase 2 of the Project, that liquidated damages may be assessed as provided in Article 6.4?”

Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

17. Question: “In Article 7.3, will JEA agree that Owner’s authorization of the contingency funds will not be unreasonably withheld?”

Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

18. Question: “In Article 12.2, will JEA agree that final payment shall be due and payable after the Owner has issued Final Acceptance?”

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Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

19. Question: “In Article 13.1(A), will JEA agree that the indemnity obligation is “to the extent caused by the negligence, recklessness or intentional misconduct of the Design-Build Firm and any person or entity used by Design-Build Firm in the performance of the Contract.”?”

Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

20. Question: “In Article 13.1(B), will JEA agree that the indemnity obligation is “to the extent caused by (a) the D-B FIRM 's, actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages caused by the D-B FIRM , (b) any environmental, health and safety liabilities to the extent caused by the D-B FIRM in the performance of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person to the extent caused by the D-B FIRM.”? ”

Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

21. Question: “In Article 14.4, will JEA agree that a written notice to discontinue all or part of the Work will issue only after a 30-day Notice to Cure has been issued by JEA?”

Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

22. Question: “Will JEA agree that, in the event that OWNER and D-B FIRM agree that a dispute has not been fully resolved to the satisfaction of either party, a party may file a lawsuit in the state court where the Project is located?”

Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

23. Question: “Under Article 17.22, will JEA agree that the D-B Firm shall complete the Work in accordance with the Contract Documents?”

Answer: Terms and conditions will be negotiated with the most qualified firm after the selection process is completed.

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