

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Maio  
Sarasota County

Hon. Elton A. Langford  
DeSoto County

Hon. Bill Truex  
Charlotte County

Hon. George Kruse  
Manatee County

Mike Coates, P.G., Executive Director

## **Request for Statements of Qualifications: Progressive Design-Build Services for Regional Integrated Loop Phase 2B and 3C Pipelines**

### **Addendum 1 – Updates to Information Package**

**June 7, 2022**

#### **Final Date for Questions:**

Due to the additional information provided below, the Final Date for Questions for the above referenced project will be extended to **June 13, 2022 at 5:00 pm EST.**

#### **The following statement is added to the Information Package at the end of the CONSULTANT SELECTION section (page 5):**

*The Authority reserves the right to negotiate future phases of the Regional Integrated Loop Pipelines with the Consultants awarded the Projects during the period from the date of the Design-Build Contract execution until the Project reaches final completion plus two years (final Project completion date + two years). The Authority may choose to negotiate with the respective Consultant for the future phase of their awarded phase (Phase 2C is the future phase of Phase 2B and Phase 3C Extension is the future phase of Phase 3C as identified in the Feasibility and Routing Studies) or may choose to re-advertise the projects.*

#### **The Contract:**

The Contract for the Regional Integrated Loop Pipelines Phase 2B (Charlotte County) and Phase 3C (Sarasota County) will be negotiated with the Consultant using DBIA Document No. 545 Progressive Design-Build Agreement for Water and Wastewater Projects including the General Conditions of Contract as the basis with some variation.

The Authority and Consultant will also finalize exhibits to be included in the contract. Drafts of the Owner's Project Criteria (Exhibit A of the respective Progressive Design-Build Contracts) for each project are attached.

The Authority's typical contract insurance provisions for construction projects are below for reference.

## **Typical Contract Insurance Provisions:**

Workers Compensation. Coverage must apply for all employees and subcontractors with statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit of \$1,000,000 per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- c. Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including but not limited to, US Longshore and Harbor Workers Compensation Act, Jones Act, Federal Employers Liability Act, et. al.

### Commercial or Comprehensive General Liability (Construction Contracts Use Contractors GL below).

Coverage must include:

- a. \$2,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
- c. Additional Insured. Authority is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

Contractor's General Liability Coverage shall include completed operations and product liability coverages and include property under the care, custody, and control of Contractor:

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|--|-------------|
| a. General Aggregate   | \$2,000,000 |
| b. Products – Completed Operations Aggregate per Job   | \$2,000,000 |
| c. Personal and Advertising Injury   | \$2,000,000 |
| d. Each Occurrence (Bodily Injury and Property Damage)   | \$2,000,000 |
| e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable. |             |

Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicle.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Additional Insured. Authority is to be specifically included as additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

Professional Liability (Engineering/Design). Coverage must include:

- a. Minimum limit of \$1,000,000 per occurrence or claim of malpractice, negligence, error and omissions.
- b. Minimum limit of \$1,000,000 in the aggregate for claims of malpractice, negligence, error and omissions.
- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

Contractor's Property Insurance Contractor shall purchase and maintain property insurance upon the Work at the Project Site in the amount of the full replacement cost thereof.

- 1. This insurance shall:
  - a. include the interest of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and Subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
  - b. be written on a Builder's Risk or Installation Floater, as appropriate "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage for, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood) and such other perils or causes of loss as may be specifically required by the Contract;
  - c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  - d. cover materials and equipment stored at the Project Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  - e. allow for partial utilization of the Work by Owner;
  - f. include testing and startup; and
  - g. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.
- 2. Contractor shall be responsible for any deductible or self-insured retention.

Excess or Umbrella Liability This insurance shall protect Contractor, and Owner, Engineer's Consultants, and Engineer as additional insureds, against claims in excess of the limits provided under workers' compensation and employers' liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits.

- 1) General Aggregate \$20,000,000
- 2) Each Occurrence \$20,000,000

**The Authority proposes to use Section 13 of the DBIA regarding liability as stated below:**

Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed one-hundred percent (100%) of the Contract Price. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

**Exhibit A**  
**Owner's Project Criteria**  
**Regional Integrated Loop Phase 2B Pipeline for Charlotte County**

**Use and Project Objectives**

This project is to design, permit, and construct a large diameter potable water transmission main for the Regional Integrated Loop Phase 2B pipeline for Charlotte County ("Project"). When completed this Project will deliver finished water to Charlotte County to meet system capacity needs as well as extend the regional water transmission system to support future regional supply and connectivity goals.

The Project is approximately 13 miles of 42-inch diameter pipe beginning near the western end of the existing Phase 2 Regional Interconnect and 36-inch diameter Regional Transmission Main in Charlotte County (near the intersection of Harbor Boulevard and Veterans Boulevard). The Project then extends generally westward, crossing the Myakka River and terminating at or in the vicinity of the Charlotte County Utilities Gulf Cove Booster Station (WBS#3, 12050 Van Lenten Boulevard). The Project includes metering facilities, telemetry, and other appurtenances deemed appropriate to make the Project fully functional for water transfer and delivery. The delivery of finished water through this pipeline needs to offer a high degree of flexibility to enable delivery of required supply to the Gulf Cove Booster Station and support a future connection with the Regional Integrated Loop Phase 2C Interconnect, future Authority storage tank at the Gulf Cove Booster Station and other future extension/expansion of the regional system as shown in the Authority's CIP.

All terms used in this Exhibit A have the meanings given them in DBIA Document No. 545 Progressive Design-Build Agreement for Water and Wastewater Projects including the General Conditions of Contract.

**Time**

Consultant must submit its Phase 1 Proposal as acceptable to the Owner on or before September 20, 2022.

Consultant must finalize its Phase 2 Proposal as acceptable to Owner and must agree on a Contract Price Amendment on or before September 1, 2023.

Consultant must complete the design, permitting, construction, testing, commissioning, and turnover of the Project by March 1, 2026.

Consultant must coordinate and manage the Project consistent with the Authority's acquisition of property through the eminent domain process.

**Site**

The Project may be constructed along any of the routes provided in the Feasibility and Routing

Study for Phase 2B Pipeline or along another route proposed by Consultant that Owner determines will meet the Project objectives. Deviations from the preferred pipeline route in the Feasibility and Routing Study must be brought to the Board for approval.

### **Other Performance Requirements**

Consultant must review any preliminary studies and designs procured by the Authority and must provide all services needed to complete the Project including but not limited to Project engineering, geotechnical engineering, consulting related to property acquisition, and survey.

The Project must be delivered in two phases:

- Phase 1 includes at least 60% design or whatever percentage of design that is necessary to develop a Guaranteed Maximum Price (GMP) and permitting.
- Phase 2 includes final 100% design, permitting, construction, testing, commissioning, and turnover services.

**Exhibit A**  
**Owner's Project Criteria**  
**Regional Integrated Loop Phase 3C Pipeline for Sarasota County**

**Use and Project Objectives**

This project is to design, permit, and construct a large diameter potable water transmission main for the Regional Integrated Loop Phase 3C pipeline for Sarasota County ("Project"). When completed this Project will deliver finished water to Sarasota County to meet system capacity needs as well as extend the regional water transmission system to support future regional supply and connectivity goals.

The Project is approximately 9 miles of 42-inch diameter pipe which begins near the northern end of the existing Regional Integrated Loop Phase 3B within Sarasota County near State Road 72 immediately east of Cow Pen Slough Canal. The Project then extends generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a delivery location with Sarasota County utilities existing infrastructure. A new pumping station is to be located near the northern end of the Phase 3C pipeline and will include a 10 MGD pumping facility (expandable to 30 MGD future), one finished water storage tank (estimated 5 MG) constructed now with this Project and siting for a future storage tank. The Project includes metering facilities, chemical adjustment, telemetry, back-up power supply, and other appurtenances as deemed appropriate to make the Project fully functional for water transfer and delivery. The delivery of potable water through this pipeline needs to offer a high degree of flexibility to enable delivery of required supply and facilitate a future extension/expansion of the regional water transmission system to support future regional supply and connectivity goals.

**Time**

Consultant must submit its Phase 1 Proposal as acceptable to the Owner on or before September 20, 2022.

Consultant must finalize its Phase 2 Proposal as acceptable to Owner and must agree on a Contract Price Amendment on or before January 17, 2023.

Consultant must complete the design, permitting, construction, testing, commissioning, and turnover of the Project by March 1, 2025.

Consultant must coordinate and manage the Project consistent with the Authority's acquisition of property through the eminent domain process.

**Site**

The Project may be constructed along any of the routes provided in the Feasibility and Routing Study for Phase 3C Pipeline or along another route proposed by Consultant that Owner determines will meet the Project objectives. Deviations from the preferred pipeline route in the Feasibility and Routing Study must be brought to the Board for approval.

## **Other Performance Requirements**

Consultant must review any preliminary studies and designs procured by the Authority and must provide all services needed to complete the Project including but not limited to Project engineering, geotechnical engineering, consulting related to property acquisition, and survey.

The Project must be delivered in two phases:

- Phase 1 includes at least 60% design or whatever percentage of design that is necessary to develop a Guaranteed Maximum Price (GMP) and permitting.
- Phase 2 includes final 100% design, permitting, construction, testing, commissioning, and turnover services.

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