



CITY OF BEND

ADDENDUM # 3

Date March 2, 2023

To: All RFP Document Holders

SOUTHEAST AREA PLAN PUMP STATION SOLICITATION NUMBER 23-3221

The following changes, additions, and/or deletions are made a part of the Request for Proposal as fully and completely as if same were included in the original:

PROPOSAL REQUIREMENTS

A. Page 5 of 119, Submission Date and Location, the deadline for receipt of proposals is hereby postponed allowing proposing firms adequate time to consider the information provided below in the Questions section of this addendum. The new deadline for receipt of proposals is March 14, 2023, at the same time and location as previously detailed. This change shall be made in all other sections of the RFP that the due date is specified.

QUESTIONS

The following information does not change the details of the Request for Proposal and is provided for informational purposes only.

Q1: Agreement, article 2.D.1. states that Design Builders Fee includes taxes however article 6.A.10 states that sales and similar taxes are considered "Cost of Work". Please provide an interpretation of these provisions as it pertains to the Oregon Corporate Activities Tax.

A1: *Any tax not listed in Article 6.A.10 is conclusively presumed to be paid by the Design-Builder out of the Design-Build Fee. The Corporate Activities Tax (CAT) is considered to be an "other tax not included in the Cost of the Work" under Article 8.A.1, and should be paid out of the Design-Build Fee. The CAT is not considered to be a sales tax or similar.*

Q2: Agreement, article 7.D. list allowable uses of Cost of Work Contingency and Design Builders Contingency. Not specifically mentioned is the cost to correct design errors and omissions however article 7.D.1.a.iii. alludes to other direct costs that are not included in the GMP and were not anticipated in the GMP. Also, article 7.D.1.b.v. allows the use of DB contingency for costs that are in excess of an NTE Sum, Lump

Sum, or an identified Allowance. What is the intent of the Documents as it pertains the usage of Contingency to correct any design errors or omissions? Will this be compensated under Cost of Work Contingency or Design-Builders Contingency?

A2: *Contingency for design errors may be provided in the Design-Builders Contingency under Article 7.D.1.b.ii as a cost to repair or correct defective Work. Design errors would not be considered a “direct cost of work” eligible for Cost of Work Contingency under 7.D.1.a.iii.*

Q3: Agreement, sub-article 2.D.4 states Design-Builders Fee shall not be applied to the items listed in Article 2, subsections 2.A (Design Services), 2.B.1 (Owner Directed Allowances) and 2.B.2 (Design-Builders Contingency). Agreement, sub-article 7.A.6. states the Design-Builder will be compensated for Owner Directed Allowances for the Cost of Work associated with such allowances plus the Fee Percentage. Please confirm that Fee will be applied to any Allowances including Owner Directed Allowances if such Allowances, or any portion thereof, are allocated to Cost of Work.

A3: *Design-Builders Fee may only be applied to the portion of an allowance that is an allowed Cost of Work.*

Q4: Contract Exhibit 1 - Design-Build-General Conditions - Article 5 (page 73 of 119) does not list Builders Risk Insurance as a requirement of the contract. Contract Exhibit 2 – GMP Amendment – Section 9 (page 116 of 119) does list Builders Risk or Installation Floater as required. Please confirm if BRI coverage is required for this project, and if required, is the cost of BRI to be included in the Insurance Fee on Exhibit B – Attachment 2.

A4: *The decision whether or not to require Builder’s Risk coverage has not been made and is not to be included in the Insurance Fee on Exhibit B – Attachment 2. The present insurance requirements are intended to provide the necessary coverages for the current scope of work for preconstruction services. Additional coverages related to construction will be considered during the negotiation of the Guaranteed Maximum Price Amendment for construction.*

Q5: Per BDC 2.8.200, Public and Institutional, an above ground utility is a conditional use in the UA zone. Would the above ground portion of the pump station fit this criteria such that a conditional use permit is required?

A5: *If it is on private property (not ROW), then yes, a conditional use permit would be required in addition to a Site Plan Review application (see PLSPR20210931 and PLCUP20210362 as an example).*

Q6: Per BDC 4.4.200, a conditional use is processed as a Type II procedure, which, per BDC 4.1.415, is an administrative decision made by the Community and Economic Development Director following public notice and an opportunity for parties to comment but without a public hearing. Please confirm that no public hearing is required before the Planning Commission or Hearings Officer. Is there a case where the Community Development Director could or would elevate this to a Type III application or otherwise require a public hearing on the site plan and/or conditional use.

A6: *No public hearing would be required, and the City does not anticipate the application being elevated to a Type III application.*

Q7: Does it make any difference whether or not the pump station is located in existing or proposed right of way versus private or public property? In other words, if the pump station were placed within public right of way, does that change the site plan and/or conditional use requirements at all?

A7: *If the pump station is in the ROW, no Site Plan Review or CUP is required.*

Q8: Are there any land use requirements for the underground pipelines other than getting City engineering/approval?

A8: *If within ROW, then no additional land use review is required. If on private property, it would be reviewed with the Site Plan Review Application.*

Q9: If we're selected for this project, we would like to have a pre-application meeting with City planning / engineering staff to make sure we're all on the same page. I assume you would be favorable to this? We're also thinking we should make it a joint meeting with Deschutes County given the JMA?

A9: *The need for meetings during the process is a matter best addressed in the proposal. Regarding the County, according the 2017 Joint Management Agreement, the City has authority for public infrastructure planning in the unincorporated areas of the UGB.*

Q10: Do you expect the County will have any input into the planning, design, and construction of these facilities?

A10: *Regarding the County, as noted above, the City has authority for public infrastructure planning in the unincorporated areas of the UGB. The County is not expected to have any input into the project, but the County should still be contacted once the project is underway in case they get questions from property owners in the area. The project team will collectively determine the preferred way to involve the County following project kick-off.*

Q11: With the potential interview date being pushed two weeks, would it be possible to get an extension on the bid date two weeks?

A11: *Extension of the due date for proposals is addressed above in Proposal Requirements. No other extension of the due date is anticipated.*

Q12: Could we obtain a copy of the pre-bid agenda that was reviewed during the pre-bid meeting?

A12: *The Pre-Proposal Meeting Agenda is attached to this addendum.*

Q13: What level of involvement can we expect the City and Owner's Representative to have in the public outreach efforts?

A13: *The PDB team will lead outreach efforts with support from the City. Owner's Rep will support City PM as necessary but is not expected to be primarily scoped for public outreach.*

Q14: Does the City expect any public outreach during the alternatives analysis efforts, or is it assumed that during these efforts we are to remain informal to the general public, stakeholders and property owners?

A14: *The alternatives analysis as outlined in the RFP should include among other areas, “alignment optimization based on informal negotiations with property owners.” Communication with property owners should be anticipated during the alternatives analysis in order to optimize alignment.*

The time and place of proposal submittal has been postponed as noted above, and is now March 14, 2023, at 3:00 PM at City Hall, Attn: “Dan Galanaugh, Senior Procurement Analyst”.



Signed by Alex Doza
Project Manager



A G E N D A

CITY OF BEND

Meeting: PDB Pre-Proposal Meeting

Project: Southeast Area Plan Pump Station Project; Solicitation No. 23-3221

Meeting Time: February 15, 2023, 9:00 AM

Meeting Location: Virtual

1. **Introductions** (Alex)
 - a. Housekeeping: mute audio unless called upon, video off, raise hand, chat bar
 - b. Introductions
 - i. City of Bend
 1. Project Manager – Alex Doza
 2. Project Principal – Jason Suhr
 3. Sr. Procurement Analyst – Dan Galanaugh
 - c. NOTE: This meeting does not change the contract documents. Addenda posted to Premier Builders Exchange are the only mechanism to modify the contract documents.
 2. **Procurement Overview & Roll Call** (Dan)
 - a. Pre-Proposal Meeting is mandatory.
 - i. Sign In record will be posted to Premier Builders Exchange project file
 - b. Procurement Schedule Review
 - i. Deadline for submitting Proposer's Questions for response: **February 28th, 2023 @ 4:00 pm**
 - ii. Proposals Due: **March 7, 2023 @ 3:00 pm**
 - iii. Interviews (if needed): **March 21, 2023**
 - iv. Anticipated Notice of Intent to Award: **March 22, 2023**
 - v. Anticipated City Council for approval to Award: **May 3, 2023**
 - vi. Anticipated Commencement of Contract: **May 17, 2023**
 - c. Delivery of Proposals
 - d. Register at premierbx.com to receive addenda and notices
 - e. Procurement Q&A

 3. **Project Overview**
 - a. Background/ Purpose –
 - i. UGB Expansion
 - ii. Southeast Area Plan
 - iii. Extend service area to the Southeast Expansion Area
 - iv. Provide future sewer service to properties within the Southeast Area and adjacent developments
 - b. Progressive Design-Build delivery method
 - i. OR/CM/ICE (future solicitation)
 - c. Schedule
 - i. Overall completion Q1 2025
 - d. General Scope

- i. Pump Station
- ii. Force main connection to existing sewer
- iii. Collection gravity mains
- iv. Restore to existing conditions
- e. Budget
 - i. \$15M total; \$14M for PDB (design + construction)
 - 1. Complete service area design, maximize construction
- f. Phasing
 - i. Pre-Construction
 - 1. Alternatives Analysis & Preliminary Engineering
 - a. Confirmation of preliminary pump station siting
 - b. Accommodation of future buildout (sizing, flow range of PS and FM)
 - i. Flow projections
 - c. Routing for alignment (influenced by based property owner engagement)
 - i. Outreach effort to date
 - 2. Drafting of Construction Documents per work package(s)
 - 3. GMP(s) Negotiation (OR/ICE/CM support)
 - ii. Construction
 - 1. Complete design (per package, pending successful GMP negotiation)
 - 2. Construction, Startup, Testing (per package) (OR/CM support)
 - iii. Closeout
 - 1. Post-Construction Closeout
 - 2. Warranty
- g. Information available to proposers
 - i. www.bendoregon.gov/city-projects/what-s-being-built/southeast-area-pump-station
 - 1. Southeast Area Plan
 - 2. 2014 Collection System Master Plan
 - 3. Joint Management Agreement (JMA)
 - 4. SEAP, Sewer Concept Plan Technical Memorandum