

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT**

INVITATION TO BID NO. 22-DES-RFPW-672

ADDENDUM NO. 2

Arlington County (hereinafter referred to as the "County") Request for Proposals (RFP) No. 22-DES-RFPW-672 for Arlington Water Pollution Control Plant Phase 10c/D – Comprehensive Biosolids Upgrade Project (Short Title: Biosolids Upgrades) is amended as follows:

- **ATTACHMENT C: REFERENCE DOCUMENTS CONTENTS HAS BEEN REPLACED WITH ATTACHMENT C: REFERENCE DOCUMENTS REVISED PER ADDENDUM 2 ATTACHED.**
- **THE FOLLOWING ATTACHMENTS HAVE BEEN ADDED AND ARE ATTACHED:**
 - **ATTACHMENT C10: POLYMER SAFETY DATA SHEET (SDS)**
 - **ATTACHMENT C11: RECYCLE DISCHARGE LOCATION**
 - **ATTACHMENT C12: WPCP FACILITY MAP**
 - **ATTACHMENT C1L: SLUDGE DIGESTION FACILITIES – SELECT DRAWINGS**
- ***THE COUNTY HAS RECEIVED THE FOLLOWING QUESTIONS IN RESPONSE TO THIS RFP. QUESTIONS AND RESPONSES ARE INCLUDED BELOW.***
 - **Question #4: Does the owner have any spec requirements for the SL and RSL lines shown on C-04? We are assuming class 350 pipe with epoxy lining for these services with C153 MJ fittings with megalugs.**

Answer #4: Please reference Arlington County DES Construction Standards and Specifications (as identified in A1.5 of the Scope of Work). The Contractor is to comply with requirements for force mains. The Design Professional is ultimately responsible for selecting appropriate materials.
 - **Question #5: What is the pipe material for the 16" CENT line on C-004? We assume C905 with PVC fittings or MJ with megalug fittings are acceptable.**

Answer #5: Please reference Arlington County DES Construction Standards and Specifications (as identified in A1.5 of the Scope of Work). The Contractor is to comply with requirements for gravity sewers. The Design Professional is ultimately responsible for selecting appropriate materials.
 - **Question #6: It is not clear what work needs to be done to the existing blend tank No. 3 to allow for a new 24" manway and level transducer. 1) Please confirm the scope of this work is only installing a new bolt on 24" manway cover and tapped flange for level transducer. We assume no FRP modifications are required to the tank for this work. 2) Please confirm that there are no requirements to re-test or re-certify the tank upon completion of the modifications.**

Answer #6:
1) The existing Blend Tank No. 3 is an open-top tank that currently has a metal checkered plate top. The Contractor shall determine if the existing top should be modified or if a new top is required for the necessary penetrations.

2) No retesting or recertification of the tank will be required.

See the picture below for blend tank 3.



Blend Tank 3

- **Question #7: Will the existing fire protection system need to be re-tested after the Vic cap is installed?**

Answer #7: The existing fire protection system does not need to be re-tested. There is an isolation valve on the branch to be isolated. The cap may be installed anywhere along the isolated fire protection branch. The isolation valve shall be chained closed.

- **Question #8: The RFP references a 150 day period for Design Confirmation along with a potential for an additional 60 days at the owners discretion. Please advise how the Offeror is to price the additional 60 days or not for the basis of the pricing of design confirmation.**

Answer #8: The Offeror should price the level of effort for Design Confirmation based on the scope of work elements required for the 150 day period.

- **Question #9: Spec 43 23 57 provides a 10 gpm flow and maximum 500 RPM. Please provide the discharge pressure/ head the pump will see.**

Answer #9: The discharge pressure shall be determined by the Design Professional.

- **Question #10: Spec 43 23 57 calls out a stuffing box gland and lantern ring, is a packed pump required or are mechanical seals acceptable?**

Answer #10: Mechanical seals are acceptable. A packed pump is not required.

- **Question #11:** Spec 43 23 57 call for a AISI 316 SS pump body. Is this requirement only for wetted parts or does the entire pump need to meet this requirement?

Answer #11: Stainless steel is required for wetted parts only.

- **Question #12:** Please provide a MSDS for the polymer solution including viscosity, % solution, specific gravity, and PH.

Answer #12: Please reference Attachment C10. Polymer Safety Data Sheet (SDS) attached.

- **Question #13:** Does the polymer transfer pumps need to be full service-in-place (CIP) capable?

Answer #13: Full Service in-place pump is a proprietary term of one pump manufacturer and it is not required. No proprietary pump items are required. Access for necessary maintenance (replacement of rotor and stator) is required.

- **Question #14:** Ref: RFP – Section II Information to Offerors- Articles 19A & 19B indicate that a Bond in the amount of 100% of the Guaranteed Maximum Price (GMP) will be required of the successful Offeror as a condition of Contract Award to ensure satisfactory completion of the work. a. Please clarify when these bonds are to be delivered and what Phase they are to cover, i.e. Phase 1 – Design Confirmation Phase, Phase 2 Implementation Phase (Early Work Design Implementation Stage, Design Implementation Stage (Pre-Construction Services) and Construction Implementation Stage). b. Please clarify if the value is to be based upon the buildup presented in Attachment A – Cost Proposal, which is based upon a Cost of Work value of \$110,000.00 and 30-month construction duration and identified as the offerors preliminary cost proposal or if it should be based upon the Final Costs to be negotiated with the Offeror.

Answer #14:

- a. Bonds will be required at contract award for the amount of the awarded contract (i.e., Design Confirmation and Implementation and Early Work Construction). Once the Main Project GMP Amendment is executed, bonds will be required for the remaining contract amount (i.e., 100% of the GMP).
 - b. The value in the Cost Proposal shall be based on the total cost proposal for Construction Implementation with the assumptions provided. Value for actual bonds required will be based on the value of the agreed Guaranteed Maximum Price.
- **Question #15:** Ref: RFP – Section III Scope of Work- Article A2.2 4d. “The Contractor shall identify asset management and data requirements.” Please confirm that input from the County will be provided to identify current asset management software systems and data fields being collected by the County.

Answer #15: The County confirms that input from the County will be provided to identify current asset management software systems and data fields being collected by the County.

- **Question #16:** Ref: RFP – Attachment A – Cost Proposal. Please clarify or confirm the following: The proposal form for COST OF WORK provides the offeror instruction and the opportunity to “modify this template to provide your firm’s preliminary cost proposal”. a. Please confirm it is acceptable to add line items to the cost proposal to align with the project delivery obligations. b. Would this be the location where qualifications, assumptions and/or clarifications to the cost values should be provided?

Answer #16:

- a. Per the instructions on Attachment A: Cost Proposal, it is confirmed that it is acceptable to add line items to the cost proposal form to align with the project delivery obligations and to present the Offerors’ preliminary cost proposal.
 - b. Per Addendum 1, Answer 2. Offerors may submit a list of assumptions with their Cost Proposal. This should be submitted as a separate attachment. Final assumptions will be negotiated prior to any Contract Award.
- **Question #17:** Ref: RFP – Attachment A – Cost Proposal. Please clarify or confirm the following: The paragraph in italics under COST OF WORK states: “The Offeror acknowledges and understands that the cost proposal for the Design and Early Work Construction Implementation Stages will constitute a firm, not-to-exceed price and that the final Guaranteed Maximum Price will be negotiated between the parties per the terms of the Agreement”. a. Please confirm the “Design” stage referenced is to include both Design Confirmation as well as Design Implementation Stages.

Answer #17: It is confirmed that the “Design” Stage includes both the Design Confirmation and Design Implementation Stages.

- **Question #18:** Ref: RFP – Attachment A – Cost Proposal. Please clarify or confirm the following: The Proposal Form requests pricing on Design Services to 100%. However, the final Dewatering Building Option (Re-use or New) is not known yet. Should the Offeror insert the value for what they believe will be the higher design effort?

Answer #18: Offerors should price the design assuming “Option 2: Decommission Existing Dewatering Building” as presented in the Facilities Plan. This is the option referred to as “New” in this Question.

- **Question #19:** Ref: RFP – Attachment A – Cost Proposal. Please clarify or confirm the following: The Proposal Form requests pricing on the Demolition of Abandoned Facilities, excluding Hazardous Materials Abatement. Since Offerors have been precluded from entering this building to do a detailed evaluation and only have record drawings available, would this be better presented by the County as an Allowance. With an Allowance established, Offerors once under Contract would seek proposals from qualified demolition and abatement subcontractors.

Answer #19: Offerors shall base their cost proposal on the record drawing information provided in Attachment C and include any assumptions with the cost proposal. Final costs will be determined with the Guaranteed Maximum Price.

- **Question #20:** Ref: RFP – Attachment A – Cost Proposal. Please clarify or confirm the following: The Proposal Form COST OF WORK, under the category of Main Project Construction provides a pre-entered value of \$110,000,000.00 with a note that this is an assumed value. Under this category there is also an entry for a value of 30 months for a construction duration. Please confirm should either of these values change, will the offeror be permitted to change the values of the GC fee and or DB fee.

Answer #20: The Cost Proposal serves as a basis for negotiating the Guaranteed Maximum Price. Please note that the 30-month duration does not include the Early Work Construction Implementation Stage and is intended to represent the time frame for actual construction prior to any start-up activities identified in Attachment B: General Requirements Section 01 75 00. After the GMP is established, the General Conditions and Design Build Fee shall only change in accordance with the Agreement.

- **Question #21:** Ref: RFP – Attachment A – Cost Proposal. Please clarify or confirm the following: The Proposal Form for GENERAL CONDITIONS FEE, has an Item for Early Work General Conditions and is requesting values for various GC cost elements. The majority of the cost elements are significantly influenced by the duration of the Early Work period which has not been provided. This period will be dependent on the duration of the overall demolition and the Hazardous Materials Abatement effort, the latter of which is unknown and was excluded from the Early Work Construction cost. Ultimately the duration will not be determined until the Abatement subcontractor can access the building and evaluate the scope of work. Accordingly, any values provided without the knowledge of overall duration would be of limited value. We would recommend that the County establish a fixed duration for this construction period so that all offerors are aligned with assumptions. This is similar to the duration provided for the Main Project Construction Cost of Work and General Conditions fee.

Answer #21: Offerors may assume a duration for hazardous materials abatement of four months for the Bio-Building. Offerors should develop their own schedule for the Early Work based on this assumed abatement duration.

- **Question #22:** Ref: RFP – Section III Scope of Work- Article A5.1.2.1 Schematic Design Package Minimum Requirements. Under Article A5.1.2.1 7 Identifies Special Studies to be performed under this Design Implementation Stage. We note that these studies have not been included in the Early Work Design Implementation Stage. Please clarify that both the Noise Study and the Vibration Study are to be completed as a predecessor to starting Early Work Construction and that the guidance provided are to be implemented as part of the Early Work Construction Stage.

Answer #22: It is confirmed that all studies should be completed prior to any construction. All design confirmation work is completed prior to any Implementation Phase. Any results of the Design Confirmation Phase shall be implemented as appropriate in any Implementation Phase.

- **Question #23:** Ref: RFP – Section III Scope of Work- Article A6.1 Compensation. This Article indicates that “The Contractor’s sole compensation for the Work shall be the Design-Build Fee, General Conditions Fee, and reimbursement for the Cost of the Work.” Essentially, no markup of subcontractors or suppliers will be allowed. Further, 6.1.1 5. States that “Self-performed work is not to be considered subcontracted work.” Please clarify that the Contractor (Offeror) executing “self-performed” work can apply OH&P markups to work as part of their offering for the work package similar to a subcontractor performing the same work.

Answer #23: As stated in A6.1.4, the “Design-Build Fee together with the General Conditions Fee is intended to compensate the Contractor for all costs not properly reimbursable as Cost of the Work, including, but not limited to the Contractor’s home office overhead, profit, and staffing costs.” Self-performance work is paid for at cost as noted in A6.1.1.5. The Design-Build Fee is intended to cover overhead and profit on top of actual costs.

- **Question #24:** Ref: RFP – Section III Scope of Work- Article A6.1.2 General Condition Fee. This Article lists numerous General Condition Cost elements. Please confirm which of the cost elements on this listing is to be included in Early Work Construction Implementation Stage. As an example, should cost be carried for the Project groundbreaking and ribbon cutting ceremonies.

Answer #24: No groundbreaking or ribbon-cutting ceremonies should be included with the Early Work General Conditions. All other General Conditions Cost elements are applicable to the Early Work Construction Implementation.

- **Question #25:** Ref: RFP – Section III Scope of Work- Article A6.1.3 Non-Reimbursable Costs. Under part 5. “Costs due to the errors or omissions of the Contractor or subcontractors or suppliers at all tiers, negligent or otherwise” are not reimbursable. Also noted under Exhibit E Guaranteed Maximum Price, Article 7. Contingency (page 88), the use of contingency is limited to costs associated with Market changes and unforeseen conditions. The limitation on the use of Contingency funds is contrary to current industry best practices. We recommend a broader use of the Contingency funds available to the Contractor. This may also prevent additional contingency amounts in the Design-Build Fee.

Answer #25: Contingency as defined shall only be used for the elements noted – market changes and unforeseen conditions. All allowable costs realized under Articles 6.1.1 and 6.1.2 will be reimbursable as long as the GMP is not exceeded.

- **Question #26:** Ref: RFP – Section V Contract Terms and Conditions Article 7 Time for Completion lists a potential change in the duration of the Design Confirmation Phase from 150 calendar days to 210 calendar days at the sole discretion of the County. Please clarify how additional compensation will be provided should the duration increase or confirm that Offerors should assume the longer duration in their proposed fee.

Answer #26: Please reference Answer #8.

- **Question #27:** Ref: RFP – Attachment A – Cost Proposal. The cost proposal requests a fixed dollar amount for Design Build Fee. The Design Build Fee is typically derived from a percentage. Please confirm the Fee will be modified proportionally in the event of increases or decreases to the contract value.

Answer #27: The Design Build Fee submitted with the Cost Proposal will serve as a basis for negotiating the Guaranteed Maximum Price. A fixed dollar amount must be submitted, but it may be derived from a percentage.

- **Question #28:** Ref: RFP – Attachment A – Cost Proposal. The cost proposal requests a fixed dollar amount for fee. Please describe how the fee related to the Early Work package and or Design Confirmation/Implementation components will be applied to those portions of work.

Answer #28: If the Offeror is referring to the Design-Build Fee, the Design Build Fee will be applied proportionally to the Cost of the Work.

- **Question #29:** on A.6.1.4.3 Changes to the Design-Build Fee indicates that the Design-Build fee shall not be increased or decreased as a result of Change Orders unless such changes (i) extend the Period of Performance for Substantial Completion from that contemplated herein by more than 60 days; or (ii) the County makes additions to the scope of work that either individually or in the aggregate cause the GMP to increase Change Orders related to differing site conditions, hazardous material, or Project delays shall not be considered an increase in the scope of work for this calculation. As interpreted this prohibits the PDB from adding fee to change orders as contingency is utilized. Contingency is currently shown outside of the GMP total where the fee Design-Build fee is added. Please confirm that as contingency would be utilized the PDB would be allowed to add an agreed to percentage based fee to changes to ensure an equal comparison in the scoring of the cost portion of this RFP.

Answer #29: A6.1.4.3 Changes to the Design-Build Fee refers to changes that may occur in the course of the contract after award. The Design-Build Fee may be added to Change Orders that (i) extend the Period of Performance for Substantial Completion from that contemplated herein by more than 60 days; or (ii) the County makes additions to the scope of work that either individually or in the aggregate cause the GMP to increase. The Design-Build fee calculation will be in accordance with the final negotiated GMP Design-Build fee.

- **Question #30:** Spec 43 23 57 calls out Buna or a Nitrile stator. If the polymer is diluted to 0.5% and is not Neat this would acceptable material. Is Viton/ FKM elastomer stators acceptable.

Answer #30: The County is unclear as to the question being asked. Please reference Attachment C10: Polymer Safety Data Sheet (SDS) for information on the polymer being pumped. The Design Professional is ultimately responsible for selecting suitable stator material.

- **Question #31:** Is the transfer pump to have a new control panel provided by the pump manufacturer or is the existing controls to be modified for control? It's not clear from drawing I-002 if the polymer transfer pump starter panel is existing or is the panel being modified per notes 5 and 6 on I-002.

Answer #31: The polymer transfer pump starter panel should be installed in MCC31 in an available space per Drawing E-001. The existing starter panel should not be reused.

Reference on Drawing I-002 to existing controls is for existing control logic in the Process Control System related to polymer transfer.

- **Question #32: Reference IV. Proposal Requirements, 1. General. It is noted the proposal must be formatted for 8.5"x11" paper. Can 11"x17" paper be used on a limited basis to present graphical information? If so, how many 11x17s will be permitted? Will they count as one or two pages towards the page count?**

Answer #32: The Offeror may use 11"x17" paper. Each 11"x17" sheet will count as two 8.5"x11" pages. There is no limitation on the number of 11"x17" sheets that can be used, but it should be used sparingly (i.e., when absolutely necessary) and in accordance with any stated page limitations.

- **Question #33: Does the Early Work Package need to comply with any AIS, BABA or Buy American requirements?**

Answer #33: The Early Work package does not need to comply with any AIS, BABA or American requirements at this time.

- **Question #34: Please confirm the Contractor is not responsible for the furnish of any chemicals for initial fill, startup, and testing consumption.**

Answer #34: The County will furnish any chemicals required for initial fill, startup, and testing consumption.

- **Question #35: Please confirm the Owner will drain down and clean chemical tank #3.**

Answer #35: The County will confirm that Tank 3 is empty and clean prior to commencement of the Early Work Construction. Tank 3 is currently not in use and has not been used for storing chemicals in the past.

- **Question #36: Please provide the location of the primary clarifier effluent channel called out on drawing C-004 note 4. Is this a bypass operation the contractor will need to provide? If so what is the flow and duration for this?**

Answer #36: The primary clarifier effluent channel is on the south (discharge) end of the primary clarifiers. Please see Attachment C.11 for the preferred discharge location. Please refer to other drawings provided with Attachment C for additional information. Bypass flows and durations are provided in Attachment B General Requirements Section 01 14 16.

- **Question #37: On drawing C-004, of the Early Work drawings, what will be the invert out elevation of the manhole "being provided by others" to the Potomac Interceptor?"**

Answer #37: On drawing C-004 of the Early Work drawings, the invert out elevation of the manhole being provided by others to the Potomac interceptor will be elevation 19.0 or lower.

- **Question #38: What are the current sludge and chemical truck routings on and off the plant?**

Answer #38: Biosolids hauling trucks enter and exit from Gate 1. The trucks enter headfirst, maneuver on the site, then pull onto South Eads Street to enable backing into the truck loading bays within the Dewatering Building. Sodium hypochlorite trucks to fill

sodium hypochlorite tanks in the Bio-Building basement enter Gate 1 or Gate 2 and exit through either Gate 1 or 2. Polymer trucks to fill polymer tanks in the Bio-Building basement enter and exit Gate 3. Lime delivery trucks enter and exit through Gate 1.

Please reference C12. WPCP Facility Map for gate locations.

- **Question #39: Reference RFP Section A6.1.2.13. Please clarify the project site security requirements. Will the contractor be responsible for supplying a security guard?**

Answer #39: Please reference Attachment B: General Requirements, Section 01 71 33.

- **Question #40: The "1951 plant expansion - SSTs, digester" drawing set issued with the RFP is illegible. Please provide this set of drawings in a readable format, possibly photographed or using a different scanning method.**

Answer #40: Please reference C1L: Sludge Digestion Facilities – Select Drawings, which contains additional drawings around the old digesters. The 1951 Plant Expansion drawings will be re-scanned and sent as a separate Addendum to this RFP.

- **Question #41: Drawing ZB-4 in the V1G. 72-47-S Biological Sludge Process Building set shows an Acid tank, three (3) FeCl₃ tanks and a Polymer tank at Level 18. The Arlington Re-Gen Facilities Plan - Vol. 1 - Redacted states that two (2) of the FeCl₃ tanks are abandoned. Are there any residual chemicals remaining in any tanks or containment vessels that will need to be removed and disposed of prior to demolition?**

Answer #41: The presence of chemicals in the abandoned tanks is unknown at this time. Arlington will remove any residual chemicals from these tanks prior to the commencement of the Early Work Construction.

- **Question #42: Reference Contract Terms and Conditions, Section 23 – Failure to Deliver. There is no cure period noted in the Failure to Deliver section, industry standard. For a collaborative delivery project such as this, it is standard to include a cure period similar to those time periods described in Section 24. Please update Section 23.**

Answer #42: The County's cure time period is denoted in Section 26. Termination for Cause, Including Breach and Default; Cure.

- **Question #43: Reference Contract Terms and Conditions, Section 24 - Unsatisfactory Work. The only option is to remove / replace unsatisfactory work. We request the inclusion to remove / repair unsatisfactory work to comply with IFC drawings. We also request that the cure language be modified in line with industry standard language to include "cure or commence to be cured within XX days"**

Answer #43: Per Section IV. Proposal Requirements, D. Exceptions to the County's Non-Mandatory Contract Terms and Conditions, the Offeror must submit any requested revisions to the non-mandatory terms and the Scope of Work of the Contract, including an explanation for the request, and propose alternative language. The County will review any request(s) for revisions to non-mandatory terms and will thereafter develop a final contract document that will consider, but not necessarily include, all requested revisions during the negotiation process.

- **Question #44: Reference Contract Terms and Conditions, Section 26 - Termination for Cause. The terms “satisfactory” and “unsatisfactory” are utilized but are not defined in the contract terms and conditions. We suggest the Termination for Cause section include “material breach”, an industry standard term, in place of the satisfactory and unsatisfactory terms currently used.**

Answer #44: Per Section IV. Proposal Requirements, D. Exceptions to the County’s Non-Mandatory Contract Terms and Conditions, the Offeror must submit any requested revisions to the non-mandatory terms and the Scope of Work of the Contract, including an explanation for the request, and propose alternative language. The County will review any request(s) for revisions to non-mandatory terms and will thereafter develop a final contract document that will consider, but not necessarily include, all requested revisions during the negotiation process.

- **Question #45: Reference Contract Terms and Conditions, Section 26 - Termination for Convenience. Section states “The Contractor may be entitled to termination costs, as defined above...” There is no definition of termination costs. Please provide.**

Answer #45: Per Section IV. Proposal Requirements, D. Exceptions to the County’s Non-Mandatory Contract Terms and Conditions, the Offeror must submit any requested revisions to the non-mandatory terms and the Scope of Work of the Contract, including an explanation for the request, and propose alternative language. The County will review any request(s) for revisions to non-mandatory terms and will thereafter develop a final contract document that will consider, but not necessarily include, all requested revisions during the negotiation process.

- **Question #46: Reference Contract Terms and Conditions, Section 27 - Indemnification. The indemnification language as written is overly broad and puts an unreasonable amount of risk on the Design-Builder. “Arising out of or in any way connected with the Contractors acts or omissions” are actions that are beyond the control of the Design Builder. We request the indemnification language be modified to similar EJCDC or DBIA indemnification language.**

Answer #46: Per Section IV. Proposal Requirements, D. Exceptions to the County’s Non-Mandatory Contract Terms and Conditions, the Offeror must submit any requested revisions to the non-mandatory terms and the Scope of Work of the Contract, including an explanation for the request, and propose alternative language. The County will review any request(s) for revisions to non-mandatory terms and will thereafter develop a final contract document that will consider, but not necessarily include, all requested revisions during the negotiation process.

- **Question #47: Reference Contract Terms and Conditions Section 28 – Environmental Services Indemnification. The indemnification language as written is overly broad and puts an undeterminable amount of risk on the Design-Builder which in turn will add cost in the project cost of work. We request that the Indemnification language be modified to similar EJCDC or DBIA indemnification language.**

Answer #47: Per Section IV. Proposal Requirements, D. Exceptions to the County’s Non-Mandatory Contract Terms and Conditions, the Offeror must submit any requested revisions to the non-mandatory terms and the Scope of Work of the Contract, including an explanation for the request, and propose alternative language. The County will review any request(s) for revisions to non-mandatory terms and will thereafter develop a final contract document that will consider, but not necessarily include, all requested revisions during the negotiation process.

- **Question #48:** Reference Contract Terms and Conditions Section 44 – Dispute Resolution. The paragraph includes the statement “all claims...must be submitted to the Project Officer as soon as the basis for the claim arises.” As some potential claims may take an amount of time greater than 15 days to prepare and understand the entire scope of the claim we request similar language that would include “notification of potential claims within 7 days - final time and price impacts provided as soon as the basis for the claim is completed.

Answer #48: As this is a mandatory contract term and condition, the interpretation is that the Contractor should submit the claim to the Project Officer as soon as the basis for the claim arises. This may be a notification of the basis with paperwork to follow soon thereafter.

- **Question #49:** The General Conditions include conflicts regarding project schedule float. Please confirm the reference to project schedule float project as written in Section 01 32 16 “Construction Progress Schedule”, which states in part, “float belongs to the Project and may be used by either party” is correct.

Answer #49: Please reference the order of precedence identified in V. Contract Terms And Conditions, Section 1.Contract Documents.

- **Question #50:** Reference E-5 Hazardous Waste. The specification references Contractor as “waste generator” and county and Contractor as “co-generators”. A Contractor cannot accept either of these terms for wastes that they have neither created nor uncovered as existing on the County’s site. We can perform abatement coordinated with the project documents but the County (Owner of the Existing Waste Condition) must accept “Waste Generator” status. Please revise section.

Answer #50: Per Section IV. Proposal Requirements, D. Exceptions to the County’s Non-Mandatory Contract Terms and Conditions, the Offeror must submit any requested revisions to the non-mandatory terms and the Scope of Work of the Contract, including an explanation for the request, and propose alternative language. The County will review any request(s) for revisions to non-mandatory terms and will thereafter develop a final contract document that will consider, but not necessarily include, all requested revisions during the negotiation process. Please also review Answer# 49.

- **Question #51:** Reference D.5 Warranty & F.5 – Use of Completed Portions. The specifications do not address warranties/insurance for portions of the work that may be utilized as “completed portions”. Industry standard is to include a beneficial use or similar definition that includes start of warranties, insurance requirements, etc related to portions of the work that are completed and put into operation by the County. Please consider including similar language to address County’s use of completed portions.

Answer #51: Per Section IV. Proposal Requirements, D. Exceptions to the County’s Non-Mandatory Contract Terms and Conditions, the Offeror must submit any requested revisions to the non-mandatory terms and the Scope of Work of the Contract, including an explanation for the request, and propose alternative language. The County will review any request(s) for revisions to non-mandatory terms and will thereafter develop a final contract document that will consider, but not necessarily include, all requested revisions during the negotiation process. Please also review Answer# 49.

- **Question #52: Reference G.7 – Damages for Delay; Extension of Time Other than for Weather. The Contractor can get time and money for delays by County and its agents but only if the delay is “unreasonable.” The term “unreasonable” is not defined and this section as written is close to a no damage for delay. We suggest removing the term “unreasonable” delay and include similar language as EJCDC documents as they relate to Damage for Delay.**

Answer #52: Per Section IV. Proposal Requirements, D. Exceptions to the County’s Non-Mandatory Contract Terms and Conditions, the Offeror must submit any requested revisions to the non-mandatory terms and the Scope of Work of the Contract, including an explanation for the request, and propose alternative language. The County will review any request(s) for revisions to non-mandatory terms and will thereafter develop a final contract document that will consider, but not necessarily include, all requested revisions during the negotiation process. Please also review Answer# 49.

- **Question #53: Reference Spec. 01 52 11 2.1. Please clarify the following regarding office trailers for the PDB and the Program Manager: 1) Will the location of the existing trailers near the South Fern Street entrance be available? 2) Who owns the existing trailers and will they be removed or shall the PDB plan to remove them? 3) Please confirm that there is existing power, water and sewer connections at this location. "**

Answer #53: Please reference Attachment B: General Requirements, Section 01 14 19 1.4.B.4.

1. Yes, the location of the existing trailers near the South Fern Street entrance will be available.
2. The County owns the existing trailers. The selected Contractor shall remove the existing trailers if this space is to be utilized.
3. It is confirmed that there are existing power, water and sewer connections at the location. The adequacy of the existing utilities shall be confirmed during the Design Confirmation phase.

The balance of the solicitation remains unchanged.

Arlington County, Virginia
Meloni Hurley, VCA, VCO, CPPO
Assistant Purchasing Agent
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RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER _____.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____