
 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	W.B. CASEY WRRF BIOSOLIDS FACILITIES UPGRADE	
	ADDENDUM # 2	
	DATE	Friday, November 19, 2021
	RFP NUMBER	2021-WR-23
	RFP OPENING DATE	Monday, December 13, 2021, at 3:00 p.m. local time

NOTE: To issue this addendum timely, Addendum #2 includes most but not all the questions received by the deadline of November 16th at 10:00 am local time. CCWA will issue a subsequent addendum (3) which will include the remainder of the questions as well as any outstanding responses and clarifications. Our intent is to issue Addendum #3 prior to our original final addendum issue deadline of December 7th. Our deadline for questions has not been extended (past November 16th at 10:00 am local time) and new questions will not be entertained.

CLARIFICATIONS:

1. In the Request for Proposal, add to Section 5.2, page 15 of the PDF, at the end of the section: the following: **“Font smaller than eleven-point can be used on graphics, charts, tables, and photo/figure captions.”**
2. In the Request for Proposal, delete Paragraph 2.C, page 366 of the PDF, paragraph two, sentence two, which states “Coverage shall be maintained from the Notice to Proceed with Phase 1 Services until not less than ten (10) years after substantial completion and acceptance of the Project, or to the expiration of any applicable statute of repose in the jurisdiction where the Project is located, whichever is longer” and replace with “Coverage shall be maintained from the Notice to Proceed with Phase 1 Services until expiration of the period set forth in Georgia’s statute of repose for construction, O.C.G.A. Section 9-3-51(a).”
3. In the Request for Proposal, delete Paragraph 2.D, page 367 of the PDF, paragraph two, sentence three, which states “Coverage shall be maintained from the Owner’s Notice to Proceed with Phase 1 Services until not less than ten (10) years after substantial completion and acceptance of the Project, or to the expiration of any applicable statute of repose in the jurisdiction where the Project is located, whichever is longer” and replace with “Coverage shall be maintained from the Notice to Proceed with Phase 1 Services until expiration of the period set forth in Georgia’s statute of repose for construction, O.C.G.A. Section 9-3-51(a).”
4. In the Request for Proposal, delete Paragraph 2.F, page 367 of the PDF, paragraph one, sentence six, which states “This insurance must be maintained for at least ten (10) years after Final Completion of the Project by Owner, or to the applicable Statute of Repose in the jurisdiction where the Project is located, whichever is longer.” and replace with “This insurance must be maintained until expiration of the period set forth in Georgia’s statute of repose for construction, O.C.G.A. Section 9-3-51(a).”
5. In the Request for Proposal, delete Paragraph 2.G, page 368 of the PDF, paragraph one, sentence five, which states “This insurance must be maintained for at least ten (10) years after substantial completion and acceptance of the Project by Owner, or to the applicable Statute of Repose in the jurisdiction where the Project is located, whichever is longer.” and replace with “This insurance must

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be maintained until expiration of the period set forth in Georgia’s statute of repose for construction, O.C.G.A. Section 9-3-51(a).”

6. In the Request for Proposal, delete Section 5.3.3.2, page 18 of the PDF, last sentence “Demonstrated safety records on prior construction and the proposed Project safety plan will be evaluated.” and replace with “Demonstrated safety records on prior construction and the summary descriptions provided in the proposal response will be evaluated.”
7. In the Request for Proposal, delete Exhibit E, Section 2.C, on page 366 of the PDF-Commercial General Liability Insurance, paragraph two, sentence one which states “The limits shall apply on a per-project basis.” and replace with “The general aggregate limit shall apply on a per-project basis.”
8. In the Request for Proposal, delete Exhibit E, Section 2.C, on page 366 of the PDF Commercial General Liability Insurance, paragraph xii which states “Provide that the limits apply specifically to this Project and are not shared with any other location, project, or exposure of Design-Builder.” and replace with “Provide that the general aggregate limits applies specifically to this Project and is not shared with any other location, project, or exposure of Design-Builder.”
9. In the Request for Proposal, delete Exhibit E, Section 2.D, on page 366 of the PDF - Excess Liability, paragraph two, sentence 2 which states “As of Owner’s Notice to Proceed with Phase 2 Services, the policy shall provide that the limits apply solely to this Project.” and replace with “As of Owner’s Notice to Proceed with Phase 2 Services, the policy shall provide that the Commercial General Liability Insurance general aggregate limit applies solely to this Project.”

QUESTIONS:

1. **Can smaller than 11-point font be used on graphics, charts, tables, photo/figure captions, etc?**


Answer:

See Clarification No. 1.

2. **What are the pad mount switchgear rated at?**

Answer:

W. B. Casey WRRF loop switches are rated at 15 Kilo Volt Amps; transformers 60TX “1” & “2” and 62TX “1” & “2” are rated at 2000 KVA; transformers 60TX “3” & “4” are rated at 1500 KVA; transformers 61TX “1” & “2” and 60TX “3” & “4” are rated at 750 KVA, and the “Plant-Wide Loop” is rated at 12.47 (or 12.5) Kilovolts.

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Generators: Horsepower of the cummings diesels. Caterpillar, 2000hp
Transformers: kVA of the one utility owned transformer - 15KVA
kVA of the eight Water Authority owned transformers - 2000KVA, 1500KVA and 750KVA

- 3. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.A., Workers’ Compensation and Employer’s Liability Insurance refers to “Disability Benefits Insurance in statutory limits.” Please clarify if this is in reference to disability benefits afforded within the Workers’ Compensation law of Georgia which would be covered under a Workers’ Compensation policy?**

Answer:

Yes, the quoted phrase refers to disability benefits required by Workers’ Compensation law of Georgia. Consult with your insurance agent or advisor to confirm your policy’s compliance.


- 4. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.C., Commercial General Liability Insurance and Paragraph 3.P. Aggregate Limits require that policy aggregates will apply exclusively to this Project and will not be shared with any other project. This implies that any liability policy with aggregate limits must be placed on a project-specific basis. Please clarify if this is the intent since this approach will generate additional cost for the Project.**

Answer:

Owner will be issuing a clarification in Addendum 3 to amend Section 3.P of Exhibit E to limit the project-specific limitations to insurance required by Sections 2.C (Commercial General Liability Insurance), 2.D (Excess Liability), 2.E (Pollution Liability), 2.G (Efficacy/Failure to Perform Insurance), and 2.K (Property Insurance). Other insurance required in Exhibit E need not contain project-specific limits.

- 5. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.C. Commercial General Liability Insurance, Paragraph 2.D. Excess Liability, Paragraph 2.F. Professional Liability, and Paragraph 2.G. Efficacy/Failure to Perform Insurance indicate that such insurance must be maintained for at least ten years after Final Completion or the applicable Statute of Repose, whichever is longer. The GA Construction Statute of Repose is 8 years. Insurers will not provide coverage longer than the Statute of Repose. Please revise these paragraphs to read: “... insurance must be maintained after Final Completion per the applicable Statute of Repose of 8 years” and delete any reference to 10 years.**

Answer:

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The referenced sections will be amended to require coverage to extend only until the eight-year period set forth in Georgia’s statute of repose for construction, O.C.G.A. Section 9-3-51(a).

See Clarification #2, 3, 4, and 5

- 6. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.C., item vii. requires the CGL policy to contain no limitation or exclusion for the additional insured’s vicarious liability, strict liability, or statutory liability. Please explain intent. Standard additional insured coverage is intended to provide coverage to the additional insured for covered loss caused by the Named Insured’s acts or omissions (or those acting on its behalf.) It is not written to provide coverage to the additional insured for the additional insured’s strict liability or statutory liability.**

Answer:

This section does not require additional policy language because standard CGL policies provide the required language for Additional Insured’s liability. Standard CGL language does not distinguish intent as specified. Therefore, any endorsements or exclusions which attempt to restrict, exclude or otherwise amend language to further quantify will not be acceptable.


- 7. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.C., item viii. requires the CGL policy to contain no limitation or exclusion based on the existence or applicability of the Additional Insured’s wrap-up insurance program. Please explain. Does the owner intend to utilize it’s wrap-up insurance program for this project?**

Answer:

No, Owner does not have a wrap-up insurance program. As long as Design-Builder's wrap-up policy complies with all insurance requirements in the DB Agreement, the Design-Builder may use a wrap-up policy. See Section 3(G) of Exhibit E.

- 8. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.C., item x. requires the CGL policy to contain no exclusion relating to injuries sustained by an employee of an insured or any insured. Please explain intent. The standard CGL policy excludes bodily injury to employees and the removal of such exclusion is not commercially available.**

Answer: Owner **expects to issue** a clarification in Addendum 3 to address that Section 2.C.vii does not prohibit exclusion for injuries covered by policies under Section 2.A (Workers Compensation and Employer’s Liability Insurance). The standard Employer’s Liability exclusion applies to employees working directly for an insured, not to excluded employees who do not, such as employees of additional insureds. It has become commonplace for carriers to radically expand the Employer’s

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Liability exclusion in the primary and excess policies to apply to not only employees of the insured, but to also apply to “any employee.” This would expand the exclusion to include employees of subcontractors, independent contractors, and Additional Insureds. These broad exclusions would not comply with the soon-to-be amended language in Section 2.C.vii.

- 9. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.C., item xi. requires the CGL policy to contain no exclusion applicable to Design-Builder’s scope of work. Please explain intent.**

Answer: While most standard CGL policies contain a your-work exclusion, Section 2.C.vi is intended to require coverage for work performed on Design-Builder's behalf. Owner expects to issue a clarification to amend Section 2.C.xi accordingly.

- 10. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.E. requires Pollution Liability coverage for Phase 1 at a limit of \$5,000,000. Is D/B’s practice policy acceptable for this phase?**


Answer:

Because policies, exclusions, endorsements, and limits, as well as the cost thereof, may vary based on many factors, Owner will consider proposals that vary from the requirements of the referenced section, as long as the proposer conspicuously identifies such variations in its proposal. If Owner accepts one or more such variations, the form of DB Agreement will be modified accordingly, and the bid bond will guarantee the DB’s faithful acceptance of the DB Agreement as so modified.

- 11. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.E. requires Pollution Liability coverage for both phases subject to a deductible of no more than \$25,000. Can this deductible limitation be removed or can it be replaced with language indicating that D/B is solely responsible for any deductible amounts? A deductible of \$25,000 may not be commercially available or economically feasible. Also, this appears to be in conflict with Paragraph 3.H. which indicates D/B’s policies shall not be subject to deductibles in excess of \$1,000,000.**

Answer:

Because policies, exclusions, endorsements, and limits, as well as the cost thereof, may vary based on many factors, Owner will consider proposals that vary from the requirements of the referenced section, as long as the proposer conspicuously identifies such variation in its proposal. If Owner accepts one or more such variations, the form of DB Agreement will be modified accordingly, and the bid bond will guarantee the DB’s faithful acceptance of the DB Agreement as so modified.

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12. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.F. requires that the Professional Liability policy include the professional services of D/B and its Subcontractors, Sub-Subcontractors, and Design Consultants. Is this intended to require a Professional Liability policy that includes all parties as insureds or is the intent simply to cover vicarious liability for subcontracted parties?

Answer:

Design-Builder’s policy should include coverage for the named insured’s work as well as work done on behalf of the named insured, such as by Subcontractors, Sub-Subcontractors, and Design Consultants.

13. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.F. requires that the Professional Liability policy not be subject to a deductible higher than \$250,000. Can this deductible limitation be removed or can it be replaced with language indicating that D/B is solely responsible for any deductible amounts? A deductible of \$250,000 may not be commercially available or economically feasible. Also, this appears to be in conflict with Paragraph 3.H. which indicates D/B’s policies shall not be subject to deductibles in excess of \$1,000,000.

Answer:


The deductible limitation in Section 3.H of Exhibit E does not apply to Section 2.F (Professional Liability), and instead, Section 2.F governs the deductible limitation for Professional Liability Insurance.

Nevertheless, because policies, exclusions, endorsements, and limits, as well as the cost thereof, may vary based on many factors, Owner will consider proposals that vary from the requirements of the referenced section, as long as the proposer conspicuously identifies such variations in its proposal. If Owner accepts one or more such variations, the form of DB Agreement will be modified accordingly, and the bid bond will guarantee the DB’s faithful acceptance of the DB Agreement as so modified.

14. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.H. requires “Crane Liability.” This is an exposure that is contemplated under a Commercial General Liability policy. Please confirm that CGL coverage will meet this requirement.

Answer:

Proposers should consult with their insurance advisors to determine if their CGL policy provides coverage required by Section 2.H of Exhibit E. As one consideration, many CGL policies have an exclusion for Care, Custody and Control, which would exclude coverage for damage to property

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damages of others. The CGL policy can be endorsed to amend the CCC exclusion to prevent such an exclusion, or an endorsement could be added for “Riggers Liability.”

As long as the proposer’s CGL policy provides the same or similar coverage as is required by Section 2.H of Exhibit E, Owner will consider a proposal to accept such a variation, as long as the proposer conspicuously identifies such variations in its proposal. If Owner accepts one or more such variations, the form of DB Agreement will be modified accordingly, and the bid bond will guarantee the DB’s faithful acceptance of the DB Agreement as so modified.

- 15. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.H. requires Rigger’s Legal Liability coverage. The exposure for physical loss of or damage to property in the care, custody or control of the rigger is, typically, addressed within the Builder’s Risk coverage. Would this exposure be covered under the Builder’s Risk policy if placed by the Owner? If placed by the D/B, would Rigger’s Legal Liability still be required even though the rigging exposure would be covered under the Builder’s Risk policy?**

Answer:


Proposers should consult with their insurance advisors to determine if their Builder’s Risk policy provides coverage required by Section 2.H of Exhibit E. As long as the proposer’s Builder’s Risk policy provides the same or similar coverage as is required by Section 2.H of Exhibit E, Owner will consider a proposal to accept such a variation, as long as the proposer conspicuously identifies such variations in its proposal. If Owner accepts one or more such variations, the form of DB Agreement will be modified accordingly, and the bid bond will guarantee the DB’s faithful acceptance of the DB Agreement as so modified.

Proposers should also consider that a loss may be covered under the Builder’s Risk policy , but such policy might cover only damage to the equipment itself. Amending policy language might provide coverage for consequential loss incurred such as expediting expense for replacement and damages due to inability to replace equipment promptly, especially during this time of supply chain concern.

- 16. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.I. requires Cyber Liability coverage. Due to Paragraph 3.P., is the intent to require a project-specific policy or can this requirement be met with the use of D/B’s corporate practice policy?**

Answer:

See the response to Question 4. In addition, because policies, exclusions, endorsements, and limits, as well as the cost thereof, may vary based on many factors, Owner will consider proposals that vary from the requirements of the referenced section, as long as the proposer conspicuously identifies

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such variations in its proposal. If Owner accepts one or more such variations, the form of DB Agreement will be modified accordingly, and the bid bond will guarantee the DB's faithful acceptance of the DB Agreement as so modified.

17. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 2.J. requires Unmanned Aircraft Liability insurance. Due to Paragraph 3.P., is the intent to require a project-specific policy or can this requirement be met with the use of D/B's corporate practice policy?

Answer:

See the answer to Question 16.

18. Regarding Exhibit E – Indemnity and Insurance Requirements, Paragraph 3.G. – please explain intent of 2nd paragraph which addresses an option Design-Builder is to offer. Is this intended to refer to an option for a Consolidated Insurance Program?

Answer:

The option referred to in Section 3(G) is to be offered with the Proposal, which is defined as the proposal for a Contract Price Amendment (i.e., GMP amendment). As one such option, Owner will consider a contractor-controlled insurance program.

19. Can the as-built drawings of the plant be provided to the proposers, please?

Answer:


The following record drawings are provided in PDF format:

- [W.B. Casey Water Reclamation Facility Pelletizing Facility Upgrades, Volume 3 of 3, March 2011](#)
- [W.B. Casey Water Reclamation Facility Expansion and Upgrade, Volume 5 of 7, May 2005](#)

20. We are requesting that sub bonds and any subcontract insurance be included in Phase 2 direct cost of the work, instead of being included in the General Conditions %. Subcontractor bond rates can vary from as low as .45% to as high as 3% depending on how the surety views the individual subcontractor, risk, and performance. Due to the variability of subcontractor bond cost, it is impossible to price at this point without inflating the cost to cover the variance.

Answer:

Owner will be issuing a clarification in Addendum 3 to amend the definition of "Cost of the Work" and "General Conditions Costs" to reclassify the following costs as Cost of the Work instead of General Conditions Costs: premiums for Design-Builder's bonds and insurance required under the DB

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Agreement **for Phase 2**. Accordingly, premiums for Phase 2 bonds and insurance will be reimbursed as Cost of the Work under Section 7.1.2 of the DB Agreement. The premiums for bonds and insurance required under the DB Agreement **for Phase 1** are not Cost of the Work, and they should be priced in the Phase 1 Contract Price (which is a lump-sum price for Phase 1). The bonds and insurance procured by the Design-Builder could include, for example, subcontractor bonds and subcontractor default insurance.

21. How will the interview be scored and factored into the overall scoring?

Answer:

The proposal response submittal and interview will be used to assign scores using the criteria outlined in Section 6.3 Comparative Evaluation Criteria of the RFP.

22. What format are you anticipating for the interviews (virtual, in-person, limited attendance, etc)?

Answer:

Interviews will be conducted in person at CCWA and limited to 10 attendees from the Design-Build team. The interview will include a small portion of time for a presentation and the remaining time for questions and discussion. CCWA requests that the attendees be team members that will work primarily on the Casey Biosolids project and that will interact most with the Owner during Phase 1 and Phase 2 Services. CCWA also requests that the content shared by Design-Builder be focused on the Casey Biosolids Project and on specific, applicable experience of the Design-Build team. These details, as well as further information, will be provided when interview slots are assigned.

23. We request a detailed definition of what is to be included in the General Conditions %.


Answer:

Since General Conditions Costs are not included in Cost of the Work, they are addressed by the General Conditions Amount (which is calculated as the General Conditions Percent times Cost of the Work). Such General Conditions Costs are set forth in DB Agreement, Section 7.5.2.5, which refers to Section 2.8.2.4 of Exhibit C. Also see the response to Question 20.

24. Please provide clarification on which costs should be included in the General Conditions and which should be Cost of Work for bid leveling purposes.

Answer:

See the response to Question 20 and 23. In addition, all costs included in Cost of the Work are set forth in Section 7.5.1 of the DB Agreement.

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25. The RFP requests the proposer provide General Conditions as a percentage of the Cost of Work. There are significant conflicts between the General Conditions of Contract which is part of the Agreement and list of items shown in Exhibit C Scope of Work under 2.8.2.4. Per Article of the Agreement there is an Order of Precedence to deal with any “conflict, discrepancy, or inconsistency among any Contract Documents”. Thus, what is called out in the General Conditions of the Contract takes precedence over the language contained in the Exhibit C.

Answer:

See the responses to Questions 23, 24, and 26.

26. The following conflicts have been found between the Agreement (Article 7 Contract Price) and Exhibit C between cost of work and general conditions:


- GC 7.5.5.1 - Wages of employees (identified as both cost of work and general conditions)
- GC 7.5.1.9 - Temporary Facilities (identified as both cost of work and general conditions)
- GC 7.5.1.6 - Premiums for Insurance and Bonds and specifically professional liability insurance (PLI) (identified as both cost of work and general conditions)
- GC 7.5.1.8 - Storage facilities (identified as both cost of work and general conditions)
- GC 7.5.1.9 - Tools (identified as both cost of work and general conditions)
- GC 7.5.1.17 - Licenses (identified as both cost of work and general conditions)
- GC 7.5.1.20 - Fire protection, security, temporary controls, fencing, etc. (identified as both cost of work and general conditions)
- GC7.5.1.10 - Project Site Clean-up (identified as both cost of work and general conditions)
- GC7.5.1.20 - Health and Safety Program (identified as both cost of work and general conditions)

Answer:

Some of the identified sections in Section 7.5 do, in fact, conflict with Section 2.8.2.4 of Exhibit C. Owner will be issuing a clarification in Addendum 3 to amend Section 7.5 to address the conflicts. Any costs currently subject to a conflict will, after the amendment, be considered General Conditions Costs, as currently provided in Section 2.8.2.4 of Exhibit C.

27. Under Section 5.3.3.2, a corporate safety program is requested along with specific safety records under the safety heading. The last sentence indicates evaluation will be on safety records and "the proposed Project safety plan". Please confirm a project-specific safety plan is not being requested with this proposal. Our project-specific safety plans are typically detailed plans (frequently over 100 pages) and completed at a subsequent stage of the project. In some past proposals, we have provided a sample table of contents in an Appendix to demonstrate the structure of a detailed program.

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CCWA is not requesting a project-specific safety plan for the proposal response. CCWA will evaluate the contents of this section of the proposal response based on what is outlined in Section 5.3.3.2.

See Clarification #6.

28. On RFP Section 2.2 Project Budget and Financing, Section 5.3.7 Part 6 – DBE Participation Plan and Exhibit D – GEFA Documents: Please clarify which GEFA forms are to be submitted with the Proposal.

Answer:

Refer to RFP, Section 5, Paragraph 5.3 Submission Content: Certification by Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity (Form applies to Design-Builder and any Subcontractors known at the time of Proposal submittal); and Certification by Proposed Prime Contractor or Subcontractor Regarding Debarment, Suspension, and Other Responsible Matters (Form applies to Design-Builder and any Subcontractors known at the time of Proposal submittal).

29. In the RFP, 6.4, the Fee and Rate Proposal Cost states the Proposer needs to include Phase 2 rates for General Conditions Percent and the Design Builder’s Fee. The General Conditions Amount includes premiums for insurance and bonds. Please advise if this includes the insurance and bond costs associated with Phase 2, i.e., Builders’ Risk coverage, higher limits for Excess Liability and Pollution Liability insurance, Efficacy Insurance, etc., as the insurance market may change significantly in the interim resulting in substantially different pricing for the aforementioned. Please confirm we may provide these insurance and bond costs at Owner’s Notice to Proceed for Phase 2 Services versus tying them to the Proposal Submission Deadline.


Answer:

See the response to Question 20.

30. In the RFP, Exhibit E, Section 2 states that all Subcontractors, Sub-Subcontractors, and Design Consultants provide and maintain the same insurance as the Prime Contractors. These coverage and limits may not be commercially available or would be cost prohibitive to most of the aforementioned parties, particularly the DBE Subcontractors. As such, these provisions could exclude otherwise qualified small subcontractors from participating on this project or could drive up the Phase 2 pricing. Additionally, the size and scope of this project would make the additional premium cost of a Contractor’s Controlled Insurance Program (CCIP) poor value for money and potentially cost prohibitive. Lastly, this conflicts with Section 3(G), where the Subcontractors, Sub-Subcontractors and Design Consultants are required to maintain the insurance outlined in Sections 2(A), 2(B) and 2(C). Please consider the following revisions:

“2. Insurance Required of Design Builder

Designer-Builder shall procure and maintain and shall ensure that all Subcontractors, Sub-Subcontractors, and Design Consultants of any tier purchase and maintain, the types of insurance

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coverage as set forth below. Coverage shall be in accordance with, and conform to, the requirements listed below:”

Answer:

There is no conflict. Subcontractors, Sub-Subcontractors, and Design Consultants need only maintain the insurance set forth in Exhibit E. As provided in Exhibit E, insurance to be procured by Subcontractors, Sub-Subcontractors, and Design Consultants is set forth in Section 3(G), which limits such insurance to the policies identified in Sections 2(A) (Workers' Compensation and Employer's Liability Insurance), 2(B) (Automobile Liability Insurance), and 2(C) (Commercial General Liability Insurance). In addition, as provided in Section 3.G of Exhibit E, as part of the Proposal (i.e., GMP amendment proposal), Design-Builder may propose alternative insurance requirements for Subcontractors, Sub-Subcontractors, and Design Consultants. The Design-Builder should address any insurance pricing concerns in the Proposal.

Moreover, because policies, exclusions, endorsements, and limits, as well as the cost thereof, may vary based on many factors, Owner will consider proposals that vary from the requirements of the referenced sections, as long as the proposer conspicuously identifies such variations in its proposal. If Owner accepts one or more such variations, the form of DB Agreement will be modified accordingly, and the bid bond will guarantee the DB's faithful acceptance of the DB Agreement as so modified.

- 31. In the RFP, Exhibit E, Section 2(C) and 2(D) requires the Commercial General Liability Insurance be provided on a “per project” basis for both general and products / completed operations aggregates. The industry standard ISO endorsement CG 25 03, which provides aggregate limits on a per project basis, only applies to the general liability general aggregate limit and there is no commercially available equivalent endorsement on the products and completed operations aggregate limit. The contractor will have to procure a project-specific general liability and products completed operations policy. These project-specific policies will add significant cost to the project. Further, this seems to conflict with Section 2(D) which states that at Owner’s Notice to Proceed with Phase 2 Services, the excess policy limits shall apply solely to the Project, indicating the Phase 1 Services’ coverage does not need to be project-specific. Accordingly, please consider the below revision:**

“C. Commercial General Liability Insurance

...

*The **general aggregate limits** shall apply on a per-project basis. . .*


...

*xii. Provide that the **general aggregate limits** **applies** specifically to this Project and **are is** not shared with any other location, project, or exposure of Design-Builder.*

D. Excess Liability

...

*As of the Owner’s Notice to Proceed with Phase 2 Services, the policy shall provide that the **Commercial General Liability Insurance general aggregate limits** **applies** solely to this Project.”*

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Answer:

See Clarification #7, 8, and 9.

- 32. In the RFP, Exhibit E, Section 2(C), 2(D) and 2(E) requires coverage to remain in place for 10 years after substantial completion and acceptance of the Project. Please confirm only the products-completed operations coverage in regard to the Commercial General Liability Insurance needs to remain in place for the ten years after substantial completion and that liability insurance policies, including Pollution Liability, that renew annually for 10 years will meet this requirement.**

Answer:

See the response to Question 5. Policies required under Sections 2.C (Commercial General Liability Insurance), 2.D (Excess Liability), 2.F (Professional Liability) must be prepaid for the specified duration. Pollution Liability required under Section 2.E is not required to be prepaid, and it may be renewed annually.

- 33. In the RFP, Exhibit E, Section 2(G) requires the Design-Builder to provide Efficacy / Failure to Perform Insurance. Additionally, the County is requiring that the Design-Builder provide the option of a guaranty or letter of credit in lieu of the Efficacy Insurance and include the same in their Proposal. Please confirm that if Design-Builder provides this option they do not have to include the pricing for the Efficacy Insurance in their Proposal. Efficacy insurance is expensive and potentially cost prohibitive. Further, this pricing, if required should be tied to the Phase 2 Services pricing as part of the GMP. Please confirm the aforementioned.**


Answer:

See the response to Question 20, which states Owner will reimburse premiums for insurance required under the DB Agreement as Cost of the Work.

As provided in Section 2.G of Exhibit E, Efficacy/Failure to Perform Insurance relates solely to Phase 2.

Section 2.G of Exhibit E provides Design-Builder with an option to propose a guaranty or letter of credit **in lieu of** procuring insurance required under Section 2.G (Efficacy/Failure to Perform Insurance). Design-Builder is not required to propose the option. But if the Design-Builder exercises the option and proposes to provide a guaranty or letter of credit, then as provided in Section 2.G of Exhibit E, if Owner accepts the proposal, such Efficacy/Failure to Perform Insurance will not be required.

Since insurance required under Section 2.G of Exhibit E relates to Phase 2 Services only, the proposal to provide a guaranty or letter of credit in lieu of such insurance is addressed in the Proposal (i.e., GMP amendment proposal). Therefore, the cost of Efficacy/Failure to Perform Insurance is not addressed in the RFP proposal.

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34. In the RFP, Exhibit E, Section 3(G) states that all Subcontracts shall maintain the same limits as the Prime Contractor in regard to Workers Compensation, Auto liability and General Liability please confirm the General Liability limits do not have to be on a project-specific basis and the Subcontracts may meet the required limits by maintaining their corporate policies which renew annually.

Answer:

See the responses to Question 4 (concerning project-specific limits); Question 30 (concerning insurance of Subcontractors, Sub-Subcontractors, and Design Consultants); and Question 32 (concerning prepaid and annually renewing policies).

35. In the RFP, Exhibit E, Section 3(G) requires the Design-Builder to provide pricing for all Subcontractors, Sub-Subcontractors, or Design Consultants to maintain the same limits and coverages as the Prime Contractor as provided in Exhibit E. As these limits / coverages are not available to most of the aforementioned parties, nor necessary (i.e., Cyber) for all Subcontracts, the Design-Builder will be required to procure pricing for a Contractor Controlled Insurance Program (CCIP), which will be cost prohibitive for a project of this size. Further, if the Owner wishes to review this pricing, we request that this pricing be provided at Owner’s Notice to Proceed with Phase 2 Services versus tying it to the Proposal date, as the market conditions will substantially change in the interim. Please confirm the forgoing.

Answer:

See response to Question 30. In addition, because policies, exclusions, endorsements, and limits, as well as the cost thereof, may vary based on many factors, Owner will consider proposals that vary from the requirements of the referenced section, as long as the proposer conspicuously identifies such variations in its proposal. If Owner accepts one or more such variations, the form of DB Agreement will be modified accordingly, and the bid bond will guarantee the DB’s faithful acceptance of the DB Agreement as so modified.


36. In the RFP, Exhibit E., Section 3(P) states that unless otherwise provided herein, aggregate limits in any policy shall be exclusive to the Project and not shared with any other project. The requiring of project-dedicated limits for all coverages would require the procurement of project-specific policies. Some coverages, specifically; Cyber Liability, Proposer would be unable to provide project-dedicated aggregate limits as these are not commercially available. Accordingly, we request you to consider striking the below requirement:

“P. Aggregate Limits

~~*Unless otherwise provided herein, aggregate limits in any policy shall be exclusive to the Project and not shared with any other project.”*~~

Answer:

See the response to Question 4.

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37. In the RFP, Article 5 (Ownership of Work Product) of RFP Attachment B (Draft Progressive Design Build Agreement) provides for ownership of Work Product to transfer to Owner, and four other sections of this Article have been deleted. In the unlikely and unfortunate instance where the Termination for Convenience clause is enacted, please confirm that the design-builder’s liability for the design does not survive the termination.

- **Please consider revising Article 5.1 as follows and reinserting the standard DBIA language for sections 5.2 – 5.5:**
- **5.1 Work Product. All drawings, specifications, and other documents and electronic data, including such documents identified in the General Conditions of Contract, Design-Builder furnishes to Owner under this Agreement (“Work Product”) are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in the below Sections 5.2 through 5.5.**
- **If CCWA decides not to make the above requested changes, please provide a explanation so that we can better understand.**

Answer:

Owner must receive complete, unconditional ownership of work product for which it has paid. And Design-Builder must assume responsibility for its work product. Nonetheless, Owner will issue a clarification in Addendum 3 to amend Article 5 of the DB Agreement to limit Design-Builder's liability (but without any indemnification obligation on Owner) for Owner's use of Design-Builder's work product before completion thereof due to a termination for convenience by Owner under Article 9 of the DB Agreement. Design-Builder's liability will be limited solely to the extent Owner’s damages result from its use of such incomplete work product.


38. What is the anticipated timing, location, and scope of "concurrent construction project" referenced in General Condition 2.7.7?

Answer:

CCWA is in the design phase of a project to provide upgrades to the W.B. Casey Influent Pump Station. The upgrades generally include installation of a fifth pump, protective coatings, odor control modifications, replacement of variable frequency drives, and other miscellaneous improvements.

Exhibit A of the Progressive Design-Build Agreement contains Project Background Documents. Within Exhibit A of Appendix B, an Overall Site Plan is provided. The facility to be upgraded is labeled on this Plan as the “W.B. Casey RSPS” and is near the W.B. Casey RSPS Electrical Building.

Based on the current project schedule, CCWA anticipates this project will be awarded in April 2022, and construction is projected to be complete by October 2023.

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The project scope, estimated schedule, and dates are based on the best available information and are subject to change.

39. Please advise when details regarding the interview will be provided. Specifically we are looking for anticipated presentation duration, and time for Q&A. Will CCWA be requesting a specific format or will it be open for design-builders to determine?

Answer:

See question 22 and response.

<i>Acknowledgment of receipt of this addendum must be signed and included in your submittal response.</i>	
COMPANY NAME	
SIGNATURE	
DATE	