

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

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

**ADDENDUM NO. 3**

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:

- **SECTION VII. INSURANCE REQUIREMENTS, 2.1.4. IS HEREBY REVISED TO READ AS FOLLOWS:**

- 2.1.4. The Contractor shall maintain Professional Liability Insurance that covers all Work under this Contract, to include the work of the subcontractors, with per claim and aggregate limits of no less than \$5,000,000 per claim, with such insurance to stay in place for a period of three years after completion of the Project.

- **ATTACHMENT C1Ja. SLUDE STORAGE & DIGESTION – SELECT DRAWINGS RESCAN HAVE BEEN ADDED AND ARE ATTACHED.** This supplements C1J.

- ***THE COUNTY HAS RECEIVED THE FOLLOWING QUESTIONS IN RESPONSE TO THIS RFP. QUESTIONS AND RESPONSES ARE INCLUDED BELOW.***

- **Question #54: The boring location map in B2C. 22230023.00 - WPCP SOE Exploration GDR, page 15, Figure A1, shows the anticipated SOE needed for the Bio-Solids Upgrade project. The report, section 1.0 list the length of SOE at 150-LF but Figure A1 shows SOE at approximately 209-LF. It is anticipated that a single SOE install, such as shown, would encompass both the demolition work for the existing Biological Solids Processing Building and the new work for the Main Project. Please confirm if that is the intent of Figure A1.**

**Answer #54:** Figure A1 in Attachment B2.C is schematic only. It is up to the Offeror to determine the need for support of excavation (SOE), the extent of such SOE, and the coordination of SOE between the Early Work and the Main Project work. The County sees the Early Work as preparation of the site for the Main Project construction and does not object to properly designed and installed SOE from Early Work remaining in place for the Main Project. The geotechnical information provided in Attachment B2.C is provided to aid the Offeror in SOE evaluation.

- **Question #55: Drawing C-002 of the Early Work Drawings shows an existing 18" storm drain and manhole located between Digester #2 and the Biological Solids Processing Building. With the demolition of these structures and the anticipated new structure construction, this storm drain piping and manhole will need to be relocated. Please provide existing rim elevations and inner elevations for both upstream and downstream structures.**

**Answer #55:** Available storm sewer as-built information is provided with Attachment B2.B, site survey information.

- **Question #56: Reference Contract Terms and Conditions, Section 30 – Copyright. The transfer of copyright to the County would provide the County broad rights to re-use copyrightable works. We request the addition of language clarifying that use without the Design-Builder’s involvement on other projects or for completion, extension or expansion of the project be at the sole risk of the County.**

**Answer #56:** 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 #57: Reference Contract Terms and Conditions, Section 31 – Ownership of Work Product. This language would require the Design-Builder and subcontractors to delete its electronic project records upon the County’s request. We request the requirement to delete electronic files be removed from the contract in order to allow the design-build team’s normal records archiving process for insurance and liability purposes.**

**Answer #57:** 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 #58: The General Conditions are not specifically tailored for design-build and do not distinguish design subcontractors from construction subcontractors. Additional compensation provisions restricting subcontractor overhead and profit to 15% should not include design subcontractors, whose overhead and profit differs from construction contractors given the differing nature of the services. We request a special provision allowing for design team negotiated hourly rates be applied for additional compensation requests for the design and other professional subcontractors. See G(4)(e), G(5) and G(7)(b).**

**Answer #58:** 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 #59: Reference 2.1.4 requiring professional liability insurance “with per claim and aggregate limits of no less than \$5,000,000 per occurrence.” Claims and occurrence policies are two different forms of coverage, and professional liability is written on a claims made basis. We request deletion of “per occurrence” for clarity.**

**Answer #59:** Please see the 2.1.4 revision above.

- **Question #60:** Early work demolition will require a significant amount of truck traffic to enter the plant. Does the Owner have a preference on whether traffic enters from South Fern Street or South Eade Street? It appears that the entrance gate coming off South Eade Street (which is closer to the work) is un-manned. Is the contractor required to provide a security guard and/or a guard shack at this gate if it is to be utilized during normal working hours?

**Answer #60:** Truck routing shall be developed as part of the Site Logistics Plan as described in A5.2.10 of the Scope of Work. It is likely that the use of the gates on S Eads Street will be preferred for construction vehicles to facilitate easy access to the work area, but alternative arrangements may be approved through the development of the Site Logistics Plan. Please reference Attachment B: General Requirements, Section 01 71 33 for security requirements. These requirements shall be further defined in the Security Plan as described in A5.2.9 of the Scope of Work.

- **Question #61:** Please confirm that the industry standard DBIA 620 Performance bond and DBIA 625 Payment Bond forms for Design-Build Projects can be used. If DBIA forms are unacceptable, please provide the Payment and Performance bond forms to be used for the project.

**Answer #61:** Arlington County does not provide specific forms for the execution of Performance and Payment Bonds. The Contractor shall propose the form of bonds to be used, subject to County approval. Refer to RFP Section II. Information for Offerors, Paragraph 19. Surety Required for more information.

- **Question #62:** Please confirm that the limits of insurance for general liability, auto liability and employer's liability can be achieved through a combination of primary and excess insurance policies.

**Answer #62:** It depends on the amount of the excess and the primary coverage. The amount of the excess cannot be used to double dip across policies to make up the required amount of the primary policy's required limits unless the amount of the excess makes up for each limit of the underlying policies in a cumulative amount (i.e., if you have an excess requirement of \$5 Million and your underlying is \$2 Million per occurrence/\$5mill aggregate and you only have \$1Mill per occurrence and \$2 Million aggregate, then the excess would have to be \$1 Million per occurrence/\$8 Million aggregate; if you add a \$2 Million per occurrence required auto policy but you only have \$1 Million then you would have to have an excess policy of \$2 Million per occurrence/\$10 Million aggregate). In addition, the excess policy must follow form to the underlying policies ( i.e., provides the same coverages as all the primary policies as to endorsements and exclusions). Per VII. Insurance Requirements, please review the insurance section carefully with your insurance agent or broker prior to submitting a proposal.

- **Question #63:** Insurance Requirements Section VII. 2.1.6 Contractor's Pollution Liability indicates policy limits shall be "dedicated to work performed under this Contract only". This requirement will result in needing a project specific policy that will add additional cost to the project. Utilizing a corporate policy that Design-Builder likely already has will reduce this additional expense. Please confirm the Owner wants a project specific policy. Please also confirm that the project specific policy will be required at the Early Work Construction Implementation Stage.

**Answer #63:** Per the RFP requirements of the contract, the language mentioned in this section requires project specific policy from beginning of the project.

- **Question #64:** The RFP Article 56 Insurance, Payment and Performance Bonds states “in the event the Contractor is insured with limits in excess of those specified in the Exhibit H, the Contractor’s said obligation shall extend up to but not exceed the limits of the insurance.” Please delete this requirement. Design-Builder is pricing the project based on the limits required in the RFP and not based on higher limits it may maintain in its corporate insurance program. This requirement could add significant cost to the project for Design-Builder to price to its corporate limits.

**Answer #64:** If there are insurance policies in place with higher limits “already” then the minimum limits required in the Contract will increase to those already purchased by the Contractor. We are not asking for the Contractor to purchase more coverage. There should be no added cost if the policies are already in place at higher limits.

- **Question #65:** Section VII.14 & 15 Insurance Requirements states Professional liability and Misc E&O Professional Liability shall be maintained at a limit of \$5M per occurrence/claim. Please confirm that this requirement also applies in the aggregate (\$5M per occurrence / \$5M aggregate).

**Answer #65:** The County is requiring \$5 Million per claim. There is no mention of an aggregate limit.

- **Question #66:** Section VII.10. Insurance Requirements states that contractual liability must be evidenced on the certificate of insurance with separate limits of \$2M occurrence / \$5M aggregate. Current insurance policies do not contain a separate limit for contractual liability, it is included within the general policy limits. Please confirm this meets the requirement as long as policy limits of \$2M occurrence / \$5M aggregate are evidenced.

**Answer #66:** If contractual liability is provided within the GL policy limits at the amounts stated in the checklist, this is all the County is requiring.

The balance of the solicitation remains unchanged.

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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:** \_\_\_\_\_