



W-6 UPPER SEGMENT: HWY 90 TO SW MILITARY DRIVE SEWER MAIN PROJECT
Solicitation Number: CO-00317
Job No.: 19-4519

ADDENDUM 9
April 28, 2020

To Respondent of Record:

This addendum, applicable to work referenced above, is an amendment to the price proposal, plans and specifications and as such will be a part of and included in the Contract Documents. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided in submitted copies of the price proposal.

<p>RESPONSES TO QUESTIONS</p>

Q1: Section 5.7.1.8 (page SS-7), Please revise such that Builder’s Risk coverage terminates with Substantial Completion or when the project is put to its intended use, to align with the change in beneficial occupancy.

Response: *Yes this is acceptable, see Changes to Specification # 2 this addendum.*

Q2: The recent revision to Section 5.7.1.3 requiring a Project Specific general liability policy with limits of \$50,000,000 and a 10 year completed operations period adds significant cost to the bid, without providing a risk reward trade off. Contractors bidding this project generally maintain a practice policy that already provides for coverage as equally broad and with completed operations coverage which renews each year. Please revise section 5.7.1.3 from:

Section 5.7.1.3

Commercial General Liability. A Project Specific commercial general liability policy written on an occurrence basis and covering liabilities arising out of the construction of the Project, including independent contractors, products and completed operations, personal and advertising liability, and liability assumed under an insured contract, and (unless covered under separate professional liability insurance) professional services provided in connection with the construction of the Project. The policy shall not contain exclusions for property damage from explosion, collapse or underground hazard, or inadvertent construction defects. The products and completed operations liability coverage shall be maintained for a period of not less than 10 years following the Final Completion Date or the Termination Date, whichever occurs first. The insurance shall apply separately for each insured against whom a claim is made or a lawsuit is brought, subject only to the insurance policy limits of liability.

To:

Commercial General Liability. Commercial general liability insurance written on an occurrence basis and covering liabilities arising out of the construction of the Project, including independent contractors, products and completed operations, personal and advertising liability, and liability assumed under an insured contract, and (unless covered under separate professional liability insurance) professional services provided in connection with the construction of the Project. The policy shall not contain exclusions for property damage from explosion, collapse or underground hazard, or inadvertent construction defects. Coverage shall be maintained for a period of not less than 10 years following the Final Completion Date or the Termination Date, whichever occurs first. The insurance shall apply separately for each insured against whom a claim is made or a lawsuit is brought, subject only to the insurance policy limits of liability.

Response: *No changes will be made to the project specific general liability policy. Contractors shall submit a proposal that meets the described requirements. Contractors may offer this as an innovative idea for cost savings for SAWS to consider if selected.*

Q3: Please clarify the following Section 5.7.1.6 as to who is required to carry this coverage. Since the primary design professional is in contract with SAWS and the City of San Antonio, will the coverage be provided from between the parties? The Contractor is not responsible for the design, and we are unclear why this requirement is in the contract. The Contractor is responsible for support of excavation only; designers engaged for temporary works are typically, and more appropriately, required to evidence \$5,000,000. If the intent is to cover the support of excavation, please amend the limit to \$5,000,000.

The practice professional liability policy of the primary design professional shall be specifically in excess of any project-specific professional liability errors and omissions policy. However, should the Project professional liability insurance limit be reduced by claims or losses, the design professional's practice policy shall become excess to any remaining (reduced) portion of the Project professional liability policy. The primary design professional shall maintain its practice policy until the statute of repose expires in an amount not less than \$20 million. Such practice policy shall not include any exclusionary language relating to construction joint ventures or partnerships or both.

Response: *The professional liability would be provided by the Contractor to cover liabilities that may be associated with activities outside of construction such as but not limited to, tunnel shaft design, tunnel primary ground support, scheduling, sequencing, phasing.*

Q4: Prior to Addendum No. 7 being issued, SAK had requested clarification regarding the Solids Handling & W1 sites in relationship to floodplain frequencies. To restate, the W1 project plans indicated that both shaft locations were not only in the 100-year flood plain but the 5-year flood plain as well. There were no elevations discovered in our search.

The information provided to Bidders in the W6 contract documents states that the sites are in the 100-year flood plain which may not provide all bidders with information known to the Owner.

As this has potential significant issues related to constructability, insurance, and exposure not only the Bidders, as well as SAWS, we request confirmation that the question will be answered prior to bid.

Response: *Both the Solids Handling and W-1 Connection shafts are within the 100-yr, and 5-yr flood plain.*

Q5: Add. 7, Section 5.7.1.6 requires the Respondent is to obtain and maintain Professional Liability coverage and implies that any designers or subconsultants hired by the Respondent shall also be covered by the policy, is this the intent? If so, this creates significant insured vs. insured repercussions and cannot be complied with.

Response: *If the Prime Contractor hires any Design Professionals then the Prime Contractor will be responsible for their work. The Contractor Protective Professional Indemnity coverage would be sufficient to cover this.*

Q6: Who is the primary design professional referenced? This is not a design-build project. Any design professionals used will be for construction engineering and are not likely to carry \$20M in limits. We recommend that coverage be satisfied by a \$10M CPPI placed by the Respondent and let the Respondent determine appropriate PL limits for its design consultants.

Response: *The reference to design professional and \$20 million limits were amended in error. See #1 of Changes to the Specifications. (The coverage limit is \$10 million as indicated in the previous paragraphs in that section.) Also, see response to Question 5 for additional information as it relates to professional liability coverage.*

Q7: With the addition of the PL requirement, please amend section 5.7.13 to note that PL will not be primary and non-contributory.

Response: *The Design Professional's coverage should be primary whether or not it is a practice policy or project specific. See Changes to Specification #3 in this addendum.*

Q8: The Joint Venture Matrix from Addendum 7 requires a Proof of Insurance letter separately from all joint venture partners. Our insurer has provided a letter that specifically names the joint venture and covers

all parties. This letter is attached for reference. Is this acceptable? This is how insurance would be procured if we were the successful respondent.

Response: *Yes, but SAWS recommends specifically stating in the letter that they meet the requirements per the GCs and the Supplemental Conditions as issued in Addendum 7.*

Q9: Examples of Key Subcontractor scopes are defined on SIR-3 as tunneling, carrier pipe installation and grouting, tunnel shaft construction, open cut pipe installation, and large diameter sanitary sewer bypass. If we are planning to use a subcontractor for scopes of work such as Microtunneling, Bypass Pumping, Open-Cut, Secant Pile Installation, and Cellular Grouting of Pipe, this would be 5 Key Subcontractors. Per ECF Section 1.a.vii, these 5 Key Subcontractors are to be identified on the Organizational Chart. Per ECF 1.b.i, any Key Subcontractors on the Organizational Chart are required to submit resumes for Key Personnel. ECF 2.b.i further indicates that two projects should be listed that the Key Subcontractors' Project Manager and/or Project Superintendent(s) participated in. So if we have 5 Key Subcontractors, the aforementioned logic would require that we list all 5 companies on our organizational chart, include resumes for Key Personnel for all 5 subcontractors, and include 2 projects that these corresponding Key Personnel have worked on, thus totaling 10 projects for Key Subcontractors in addition to the 3 projects submitted by the Prime Contractor. Please confirm that this is the intended approach.

Response: *No, provide only two (2) projects that the identified Key Subcontractors' Project Manager and/or Project Superintendent(s) participated in that clearly demonstrate the proposed team's successful completion of similar projects. Total projects shall be five (5) between the Prime Contractor and Key Subcontractors, Section ECF 2.a.i and 2.b.*

CHANGES TO SPECIFICATIONS

1. Addendum 7, Changes to the Specifications #4, Supplemental Conditions, Section 5.7.1.6 – Professional Liability (PL), remove and replace the final paragraph of this section with the following:

*The practice professional liability policy of the primary design professional shall be specifically in excess of any project-specific professional liability errors and omissions policy. However, should the Project professional liability insurance limit be reduced by claims or losses, the design professional's practice policy shall become excess to any remaining (reduced) portion of the Project professional liability policy. The primary design professional shall maintain its practice policy until the statute of repose expires in an amount not less than **\$10 million**. Such practice policy shall not include any exclusionary language relating to construction joint ventures or partnerships or both.*

2. Addendum 7, Changes to the Specifications #5, Supplemental Conditions, Section 5.7.1.8 (page SS-7) – Builder's Risk, remove the first bullet point and replace with the following:

- *shall be maintained until the Substantial Completion, as defined in Article I.*

3. Supplemental Conditions, insert the following:

Remove Section 5.7.13 in its entirety and replace with the following:

5.7.13 *It is agreed that the Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by SAWS, the City and their employees and agents for liability arising out of operations under this Contract. As respects Professional Liability, Contractor's insurance will be primary and non-contributory for any portion of the design Contractor provides.*

CLARIFICATIONS

1. An Excel version of the price proposal has been posted to the SAWS website for contractor use. It does not include formulas.

END OF ADDENDUM 9

This Addendum is 4 pages in its entirety, with no attachments.



Jeffrey A. Farnsworth
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