

## **Addendum No. 2**

**Project Title:** UV Disinfection Project

**Date Issued:** March 28, 2025

**Issued By:** City of Canby Wastewater Treatment Plant, Monica Stone

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### **Subject: New Submission Deadline & Question and Answers**

**This addendum is issued to modify, clarify, or amend the Request for Proposal (RFP) referenced above. All provisions of the original RFP remain in full force and effect except as specifically described in this document.**

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#### **Questions & Answers:**

**Q1. How many of the pages of the 15-page proposal limit can be 11x17?**

A1: 3 pages

**Q2. Can the City change the GMP submittal milestone to 80 days from NTP?**

A2. Yes

**Q3. The insurance requirements indicate the 5MM excess policy needs to fall over the 3MM/3MM professional liability limit. Our insurance agent says it is not standard practice for the excess policy to fall over professional liability. This will significantly impact the cost of the PL policy. Can you confirm the excess policy needs to fall over the PL limits?**

A3. The City is willing to review the cost of the policy as part of the Contract Price Amendment Proposal and make a determination as to whether we want to pay it at that time.

**Q4. The RFP indicates that subconsultants must also have 3MM/3MM PL limits. Some subconsultants may have a very small role on the project. If the lead design consultant firm provides 3MM/3MM limits, can minor design subconsultants carry lesser industry-standard limits?**

A4. The Design-Builder does have the ability to either include Subcontractors as Additional Insureds under Design-Builder's policies, or to ensure that Design-Builder's Subcontractors have valid and collectible insurance. In certain circumstances, the Design-Builder may, on behalf of its Subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. The Design-Builder assumes liability for all Subcontractors with respect to the Agreement. In other words, Design-Builder could change the limit of insurance if it made the decision, but it would still assume liability for doing so.

**Q5. Would the City accept the PL limits of our design consultant partner in lieu of the design builder carrying an additional PL policy?**

A5. The firm that the City contracts with, will need to carry the policy.

**Q5. Can the City revert to the original DBIA agreement and general condition forms? This would resolve our concerns about unlimited liability and indemnification exposure, consequential damages, "additional damages", and the lack of design builder right to terminate with cause.**

A5. Yes.

**Q6. Could the performance guarantee be revised to require the UV vendor to provide a performance guarantee (which they customarily do provide) rather than applying the guarantee requirements to the design build team?**

A6. No. The Design-Builder can protect themselves by including upstream requirements in the O&M procedures that the City is required to follow. The Design-Builder should be including an indemnity requirement in the UV vendor's subcontract that requires the UV vendor to indemnify the Design-Builder if the equipment can't perform.

**Q7. Does the City have any electrical evaluations available for review?**

A7. Yes. The documents have been posted with the RFP at: <https://www.canbyoregon.gov/rfps>