



REQUEST FOR QUALIFICATIONS RFQ #2021-01
Wilkesboro Wastewater Treatment Plant – Upgrade and
Expansion

Construction Manager at Risk Preconstruction Services

ADDENDUM No. 02

ISSUE DATE: September 3, 2021

Offerors on this project are hereby notified that this Addendum shall be made a part of the above named RFQ document.

The following items add to, modify, and/or clarify the RFQ documents and shall have the full force and effect of the original documents. This Addendum shall be acknowledged by the offeror in their submitted Statement of Qualifications.

Revisions:

The Owner is taking under consideration whether the GMP shall be provided at 60% or at 90% Design. This will be determined with the project team, including the Construction Manager at Risk, going forward.

Section 5.2.1 shall be deleted and replaced with the following:

5.2.1 Statement of Offeror's Ability to Provide Performance and Payment Bond (Pass/Fail)

As a mandatory minimum requirement, the Offeror must have the ability to furnish a performance and payment bond, each in the amount at least equal to the CMAR Contract amount, but not less than \$50,000,000. Offeror shall provide a letter signed by an authorized

representative of Offeror's surety company (or agent) confirming that the Offeror can meet this minimum requirement. Any Offeror who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the Owner in this Procurement process. The surety shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of A.M. Best A-VII. Letters indicating "unlimited" bonding capability are not acceptable.

In **Exhibit B Performance and Payment Bonds**, the first sentence shall be deleted and replaced with the following:

Offerors must submit a statement from their bonding company that the Offeror can meet the minimum bonding requirements set forth in Section 5.2.1.

Exhibit C Insurance Requirements and Instructions shall be deleted in its entirety and replaced with the following:

The CMAR, from the time of commencement of Services until one year after completion of Services, shall provide and maintain in force with responsible companies with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger, the following minimum insurance coverage:

1.0 Commercial General Liability Insurance

Occurrence form including premises and operations coverage, products and completed operations coverage, coverage for independent contractors, personal injury coverage and blanket contractual liability.

Limits of Liability

Bodily Injury/Property Damage Liability	\$1,000,000
Personal Injury Liability	\$1,000,000
General Aggregate Limit	\$3,000,000
Products/Completed Operations Aggregate Limit	\$3,000,000

Coverage must include:

- 2.1 Policy to be endorsed to provide policy limits "per project".
- 2.2 Policy must name the Town of Wilkesboro, its Officers, Agents, and Employees as an additional insured as its interests may appear.
- 2.3 Policy must be endorsed to provide a 30-day notice of cancellation.
- 2.4 There shall be no exclusion or modification of coverage for liability due to "explosion", "collapse" or "underground property damage".

2.0 Workers' Compensation Limits of Liability

Worker's Compensation	statutory
Employer's Liability	

Each accident	\$1,000,000
Policy Limit – Disease	\$1,000,000
Each Individual – Disease	\$1,000,000

Coverage Must Include

- 2.1 Coverage for all states in which operations are conducted.
- 2.2 Policy must be endorsed to provide a 30-day notice of cancellation.

3.0 Business Automobile Liability

(Owned, non-owned, and hired vehicles on an occurrence basis)

Limits of Liability

Combined Single Limit (BI & PD) \$1,000,000 per accident

Coverage must include:

- 3.1 Policy must be endorsed to provide a 30-day notice of cancellation or substantial change to Owner.
- 3.2 Policy must name the Town of Wilkesboro, its Officers, Agents, and Employees as an additional insured.

4.0 Umbrella Insurance Limits of Liability

Annual aggregate \$25,000,000
Per Occurrence Limit \$25,000,000

Coverage must include:

- 4.1 Coverage must be “following form” coverage for all underlying coverages set forth above.
- 4.2 Policy must be endorsed to provide a 30-day notice of cancellation or substantial change to Owner.
- 4.2 Policy must name the Town of Wilkesboro, its Officers, Agents, and Employees as an additional insured as its interests may appear.

5.0 Builders Risk

For all construction.

6.0 Waiver of Subrogation:

CMAR waives all right of recovery of damage against Owner, its agents and employees to the extent covered by insurance, and CMAR shall obtain from its insurers a waiver of subrogation against Owner and its agents and employees for all insurance coverage except Worker’s Compensation.

7.0 Consultants and Subcontractors

Unless otherwise approved by Owner, CMAR shall require all of its subcontractors to provide the aforementioned coverage, except that the Umbrella Insurance limit may be reduced to \$8,000,000 upon request and approval by the Owner. Any deficiency in the coverage or policy limits of the consultants and/or Subcontractor will be the sole responsibility of the CMAR.

8.0 The insurance provisions set out above in no way affect, reduce or limit the liability of the CMAR as stated elsewhere in this Agreement.

9.0 Miscellaneous

9.1 The Commercial General Liability and Umbrella Excess Liability policies shall cover the contractual liability assumed by CMAR under the Contract Documents. The Commercial General and Umbrella Excess Liability policies shall include endorsements naming the Owner and their officers, members, agents and employees, as additional insureds. The policies of the CMAR shall be primary and non-contributing with any insurance carried by Owner.

9.2 The Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Commercial Umbrella Excess Liability Insurance shall provide coverage for the CMAR and its representatives who may be engaged in performing any of the work, services or activities in connection with the Project.

10.0 Certificates of Insurance:

Before commencing performance of the Services, CMAR and its consultants and/or subcontractors must furnish certificate(s) of insurance evidencing:

10.1 Insurance coverage acceptable to Owner.

10.2 Effective expiration dates of policies.

10.3 Owner must be given thirty (30) days written notice of all cancellation, non-renewable, or material changes in policy.

10.4 A waiver of subrogation endorsement has been attached to all policies.

10.5 Any deductible and/or self-insured retention.

10.6 Any exclusions to the policy which are not part of the standard form.

10.7 Include the following language in the Description of Operations Section:
The TOWN OF WILKESBORO, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY WHERE REQUIRED BY WRITTEN AGREEMENT. INSURANCE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION APPLIES WHEN REQUIRED BY WRITTEN CONTRACT.

10.8 Certificate Holder should be listed as follows:

The Town of Wilkesboro
Attn: Kenneth D. Noland
203 West Main Street
Wilkesboro, NC 28697

Offeror Questions and Responses:

Question: *Can you clarify the intent of 5.3.3, please? Does the review team want items a-i provided for every project referenced in the RFQ, including resumes, narrative sections, etc.? Or is this the rubric for projects we select that best show our experience?*

Response: The intent of Section 5.3.3 is to provide items a-i for projects shown as a response to Section 5.3.2.

END OF ADDENDUM No.2