

ADDENDUM #1

PROJECT: Abingdon Elementary School Central Plant Replacement

ENGINEERING DESIGN SERVICES

OWNER: Harford County Public Schools

ADDENDUM ISSUE DATE: September 28, 2021

This information shall modify, adjust, clarify, and/or add requirements to the request for qualifications.

GENERAL

Questions Received:

1. Are Cost estimates required? **Yes** If so, what stages? **DD/CD submission which is combined into one submission, and another possibly at the bid set.**
2. What design phase review submissions are required? **DD/CD, possibly a progress review set which can be electronic.**
3. Will this project involve IAC Submissions? **Yes, DD/CD submission**
4. How often are we to be on site during construction? **Pre-bid, pre-construction, few times over the summer and to conduct punch out.**
5. How long is the construction period? **Summer 2022, possibly into early fall**
6. Are there any post construction inspections? If so what are they? **Punch out, review close out submissions.**
7. Are there any bid forms required? **Bid form question was in reference to the pricing part of this RFP response. The pricing portion is on company letterhead and is in a separate envelope. Pricing proposals will be opened and scored only if firms achieved the minimum 70% of available technical proposal points, or forty-nine (49) points.**
8. What is the Errors and Omissions insurance requirement? **Please see the attached Insurance requirements.**
9. Are there one (1) or two (2) underground storage tanks that require removal? **There are two (2) tanks, a 15,000-gallon fuel oil tank and a 2,000-gallon diesel oil tank. Please see attached drawing for location. It should not disturb greater than 5,000 square feet.**

END OF ADDENDUM #1

**Board of Education of Harford County, Maryland
Planning and Construction Department
102 South Hickory Avenue
Bel Air, Maryland 21014**

**INSURANCE REQUIREMENTS
Architect/Engineer**

1. **General Insurance Requirements**

- 1.1 The Bidder shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Bidder has obtained at the Bidder's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Bidder will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
- 1.3 The Bidder shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Bidder herein unless any such requirement is expressly waived or amended by the Board in writing. The Bidder shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Bidder from any liability or obligation imposed upon the Bidder by the provisions of this Contract.
- 1.6 If the Bidder does not meet the insurance requirements of this Contract, the Bidder shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Bidder must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Bidder and are subject to Board's written approval. Any deductible or retention amounts elected by the Bidder or imposed by the Bidder's insurer(s) shall be the sole responsibility of the Bidder.
- 1.9 If the Board is damaged by the failure or neglect of the Bidder to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Bidder shall bear all reasonable costs properly attributable thereto.

2. **Bidder's Insurance**

- 2.1 **The Bidder shall purchase and maintain the following insurance coverages at not less than**

the limits specified below or required by law, whichever is greater:

- 2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Contractual liability protection for the Bidder from bodily injury and property damage claims arising out of liability assumed under this Contract.

- 2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

- 2.1.3 If the Bidder has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

- 2.1.4 If the Bidder is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent is required.

- 2.1.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$1,000,000	Per occurrence;
\$1,000,000	Aggregate for other than products/completed operations and auto liability; and
\$1,000,000	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

- 2.1.6 Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$3,000,000	Each Claim or Wrongful Act; and
\$3,000,000	Annual Aggregate

- 2.1.7 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Bidder's commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Bidder.

Special Notes: ISO forms CG 2026 12/19 or its Equivalent entitled "Additional Insured – Owners, Lessees

or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are NOT ACCEPTABLE. A manuscript endorsement with the above wording is required.

“The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract:

_____ (Enter specific identifying information such as project name, Board’s contract number and/or date of contract).”

- 2.2 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Bidder’s liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Bidder’s liability insurance policies required herein.)
- 2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.
- 2.4 If any liability insurance purchased by the Bidder has been issued on a “claims made” basis, the Bidder must comply with the following additional conditions:
 - 2.4.1 The Bidder shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
 - 2.4.2 The Bidder shall purchase an extended (minimum two years) reporting period endorsement for each such “claims made” policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Indemnification**

To the fullest extent permitted by law, Bidder agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys’ fees and all other costs connected therewith, arising out of or connected to the services provided by Bidder under this Contract.

4. **Waiver of Subrogation**

To the fullest extent permitted by law, the Bidder and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys’ fees) arising out of the services provided by Bidder under this Contract. Bidder specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Bidder shall advise its insurers of the foregoing.

