



**Purchasing Department
113 Mable T. Willis Blvd.
Walterboro, SC 29488
843.782.0504**

**BID: CPST-15
Venture Park Water & Wastewater Improvements**

Due: Thursday, August 19, 2021 at 11:00am

**ADDENDUM 1
Dated: August 9, 2021**

This Addendum forms a part of the Contract Documents and hereby modifies them as follows:

PART I – GENERAL

- 1. Can you verify the county will be responsible for third party testing?**
Answer: The County will be providing third-party testing.
- 2. Is there any Geotechnical Data available for the work area? If not, can the contractor assume in-situ material can be used for backfill?** Answer: No geotechnical data was collected. Excavated material may be used for backfill if suitable. Foreign borrow, if required, will be paid for at the unit price shown on the Bid Form, Item A-13.
- 3. Can you please provide additional information on Bid Proposal Items 6 & 7 Decommission Pump Station? What work is required and location of these Pump Stations?** Answer: Required work and pump station locations are shown on Drawings C2.6 and C2.9.
- 4. Bid Proposal Item 9, Can you please identify location and height of existing chain link fence to be removed and reset?** Answer: See Drawing C2.4.
- 5. The specs call out a raven liner for manholes with a force main tie in and the next manhole downstream. Please verify that there are no force main tie-ins on site and no new or existing manholes will require a raven liner.** Answer: The Project contains no force main tie-ins or liner requirements.

PART II – CONTRACT DOCUMENTS

- 6. General Conditions 6.06.A requires Contractor’s builders’ risk policy to waive all rights against the Engineer, its consultants and all Subcontractors. Builder’s risk insurers will only agree to waive subrogation against Engineers and it’s subconsultants for claims arising out of construction activities. Waivers of subrogation due to Engineer’s and its sub consultants professional errors or omissions is not commercially available. Please amend this language as follows: “All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder, except for losses and damages arising out of the rendering or the failure to render any professional services.”**
Answer: Inclusion of General Conditions in the construction contract is a requirement of projects funded with EDA funds. The General Conditions used are from the Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee and are standard for construction contracts. This document cannot be changed.
- 7. General Conditions 5.08.A and 5.08.B gives the ability to adjust and settle claims under the Contractor procured builders’ risk policy to the Owner. The power to adjust and settle claims should be maintained by the first named insured and the party procuring the builder’s risk insurance. Since the Contractor will be required to carry the insurance and as the Contractor will have the risk of loss, the responsibility to settle claims should be given to the Contractor. Please revise accordingly.**
Addendum No. 1 8/6/2021 Page 2 of 3 Answer: Inclusion of General Conditions in the construction contract is a requirement of projects funded with EDA funds. The General Conditions used are from the Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee and are standard for construction contracts. This document cannot be changed.
- 8. Supplementary Conditions SC-5.04.B.7 requires the bonding surety to be located in the state in which the work is being performed. Please consider allowing sureties that are licensed in the State of South Carolina and consider the below revision: “Bonding surety shall be located licensed in the state in which the work is being performed.”**
Answer: Modify Specification Section 00 73 00, paragraph SC-5.04.B.7, 7. to read “Bonding surety shall be licensed in the state in which the work is being performed.”
- 9. Supplementary Conditions SC-5.04.B.7.b (1) and (2) and Special Conditions SC-7.a and SC-7.b. outline the Commercial General Liability insurance requirements, including split limits for bodily injury and property damage. Split limits are not commercially available on Commercial General Liability insurance, as this insurance is written on an “per occurrence” and “aggregate” limit basis. Please confirm the required limits are \$1 million per occurrence and \$2 million in the general aggregate.**
Answer: Required limits are \$1 million per occurrence and \$2 million in the general aggregate.
- 10. Supplementary Conditions SC-5.04.B.7.b and Special Conditions SC-7.b require Subcontractors to be included as insureds on the Contractor placed general liability and excess / umbrella policies. Insurers will not include unrelated parties as insureds on corporate policies and the size and scope of this project would make the additional premium cost of a project-specific Contractor Controlled Insurance Program (CCIP) poor value for money and potentially cost prohibitive. Please consider requiring Subcontractors to maintain their own insurance in the amounts required of the Prime Contractor and consider the following revision: “b. . . The policy shall protect Contractor and any Subcontractor performing work covered by the contract from claims for damages or personal injury . . .”**
Answer: Modify Specification Section 00 73 00, paragraph SC-5.04.B.7, 7.b. to read “Bodily Injury Liability and Property Damage Liability Insurance: The Contractor shall take out and maintain during

the life of the contract, Bodily Injury Liability and Property Damage Liability Insurance. The policy shall protect Contractor performing work covered by the contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by Contractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance should be not less than that shown below. The Contractor shall require the Subcontractor similarly to provide Bodily Injury Liability and Property Damage Liability Insurance for all the latter's employees to be engaged in such work.”

- 11. Supplementary Conditions SC-5.04.B.7.b (3) and Special Conditions SC-7.b(3) outline the Other Insurance Requirements including that the Business Auto Liability insurance must have the same limits as the General Liability insurance. Split limits are not commercially available on this coverage, as it’s written on a “per accident” or “combined single limit” basis. Please confirm the applicable limit is \$2 million per accident. Answer: Business Auto Liability limits is \$2 million per accident.**
- 12. Supplementary Conditions SC-5.04.B.7.b (3) and Special Conditions SC-7.b. (3) outline the excess or umbrella liability insurance limit of \$1 million. This coverage is written on a “per occurrence” and “aggregate” limit basis. Please confirm the applicable limit is \$1 million per occurrence and in the aggregate. Answer: The applicable limit is \$1 million per occurrence and in the aggregate.**
- 13. Supplementary Conditions SC-5.04.B.7.b(3) and Special Conditions SC-7.b(3) requires Colleton County to be named as an “additional insured” on all liability policies. Please confirm that this is not required in regard to the Workers’ Compensation policy. Providing additional insured status to Owners or other third parties is not available on Workers’ Compensation policies. Please confirm the County does not need to be named as Additional Insured on this policy. Answer: It is not required for the County to be named as additional insured on the Workman’s Compensation policy.**

PART III – TECHNICAL SPECIFICATIONS:

No Changes

PART IV – DRAWINGS

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No Changes