Orange Water and Sewer Authority

Our community's trusted partner for clean water and environmental protection

ADDENDA

ADDENDUM NUMBER 01

DATE: 4-11-2025

PROJECT: Morgan Creek Aerial Replacements

OWASA CIP NUMBER: 376-05

OWNER: ORANGE WATER AND SEWER AUTHORITY

TO: ALL SUBMITTERS

This Addendum is to provide answers to questions submitted by Respondents concerning this RFQ.

Addenda 01 consists of 3 pages:

Questions:

1. Under Section 4.2 Submission Format, it mentions a fee and rate proposal. However, it is not discussed in the submission content. Is this an error? Please clarify.
    a. References in this section of the RFQ related to "fee and rate proposal" can be removed.

2. We noticed that the included DBIA 545 has been modified. Are these modifications and contract terms up for negotiation with the selected firm?
    a. OWASA intends on using the attached contract terms, if you have concerns about particular terms please identify those concerns in your SOQ.

3. Part 5- Proposed implementation and project schedule refers to project durations identified in section 4 of the RFQ. Can you please clarify if this reference is correct?
    a. References in Part 5 of the RFQ for “Section 4” should be revised to reference “Section 2.3.”

4. The insurance requirements are asking for $10 Million Dollars in Professional Liability; this is obtainable but at an additional cost; this seems to be excessive for this project size. Is a $5 Million Dollar policy acceptable?
    a. No.

5. On the appendix A forms there is a non-collusion form for subcontractors. Typically, this is filled out after bid has been awarded. What do we need to put on that form to be considered acceptable?
    a. If the form does not apply, please complete the form with “Not Applicable” in blank fields.

6. Are there any easement issues with any of the site for access?
    a. There are no known easement issues. The proposer may be required to obtain additional temporary and permanent easements in certain areas.

7. Typically for PDB projects, retainage is only held during Phase 2. Can OWASA please confirm if retainage will be held during Phase 1 services?
    a. Retainage will only be held on Phase 2 services.

8. There is no limitation of liability term addressed in the draft agreement which is a common risk management strategy utilized in alternative delivery projects, particularly for smaller projects. The inherent risk for the Design-Builder to not have a limitation of liability will impact teams’ risk-

management/cost strategies. Will OWASA consider incorporating a limitation of liability by reinstatement of Article 12 as a risk management strategy?

a. OWASA intends on using the attached contract terms, if you have concerns about particular terms please identify those concerns in your SOQ.

9. Design Builder suggests that the indemnification term be updated to add “negligence” in front of “acts or omission”.
    a. OWASA intends on using the attached contract terms, if you have concerns about particular terms please identify those concerns in your SOQ.

10. Referencing RFQ Attachment B Progressive Design-Build Agreement, Exhibit E Insurance Requirements, Section 1.1 Insurance Types and Limits: Line 7 of the table included in Section 1.1.1 does not list any coverage limits for Contractor’s Pollution Liability.
    a. Contractor's Pollution Liability insurance **is** required with a minimum limit of $1,000,000. Please adjust your qualifications packages to reflect.