

**RFP CP-18-08**  
**Environmental Engineering Consulting Services**  
**Addendum #1**  
March 30, 2018

Question: I have been in discussion with our insurance company to determine compliance with the insurance requirements noted in the RFP. Specialized Engineering's policy meets the coverage for automobile liability, and workers compensation. We have umbrella coverage that ensures we meet the requirements of the commercial general liability. Specialized Engineering's umbrella policy is \$5 million. This is not compatible with the requirement of \$10 million for excess liability/umbrella liability. As a professional service, it is more common for the requirement to be \$5 million. Would the City of College Park consider changing the umbrella liability requirement?

Answer: These are our standard insurance requirements. In your response to the RFP, please note the changes to the insurance requirements that you desire and the team will evaluate.

Question: Our Professional liability coverage does not include cyber liability/data breach coverage. Would the City of College Park consider waiving the cyber liability/data breach coverage for this professional service?

Answer: Yes.

Question: Is it acceptable the E&O policy includes the defense as part of the policy limit?

Answer: These are our standard insurance requirements. In your response to the RFP, please note the changes to the insurance requirements that you desire and the team will evaluate.

Question: As for the Indemnification, can exceptions be noted in the proposal submission? Our exception would be as follows: "The Selected Contractor shall indemnify and save harmless the City and UMD and the Indemnified Parties from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the **negligent** performance of the Contract, ~~including attorneys' fees, whether caused by actions or omissions~~ on the part of the Selected Contractor, its agents, servants and employees, or to other causes."

Answer: These changes will not be accepted.

Question: Will the Owner/Architect provide site existing conditions and topographic plans for our use in AutoCAD format?

Answer: These plans are not available at this time but will be provided by others.

Question: What is the total acreage of the site?

Answer: The site consists of approximately 1.4 acres.

Question: What is the square footage of each of the buildings slated for demolition and needing hazardous materials assessments?

Answer: The existing City Hall building is approximately 12,000 SF, and the retail buildings fronting Baltimore Avenue total approximately 7,000 SF.

Question: For the required mold assessment, is sampling required or is a visual inspection sufficient?

**Answer:** No mold assessment will be required as all of the existing buildings will be demolished as part of this project.

**Question:** Is there any PCB testing anticipated or required as part of the hazmat survey?

**Answer:** That will be determined upon the completion of the Phase 1 and, if necessary, the Phase 2 survey.

**Question:** Do you expect this contract's value to be between \$10,000,001 and \$25,000,000? Will you require \$10,000,000 Excess/Umbrella insurance for a contract that will likely not exceed \$250,000?

**Answer:** These are our standard insurance requirements. In your response to the RFP, please note the changes to the insurance requirements that you desire and the team will evaluate.

**Question:** Please confirm that the study area is limited to the region bounded by Lehigh Rd., Yale Rd., Knox Rd., and Baltimore Ave. and excludes any area north of Lehigh Rd.

**Answer:** Confirmed.

**Question:** Section 4. Scope of Services, Item a. indicates requirement for "Preliminary foundation engineering report". Please confirm that a comprehensive subsurface investigation and a final foundation engineering report will be performed at a later time, under separate contract, and is excluded from current scope of work.

**Answer:** A geotechnical consultant should be engaged as part of your scope for all necessary subsurface investigations and reporting necessary for the project.

**Question:** Will rights of entry to all properties within the study area be provided and may all subsurface investigation work (e.g. soil borings, tests pits, etc.) be performed during normal daytime work hours?

**Answer:** Yes, rights of entry to all properties will be provided. Subsurface investigation work will require coordination with existing businesses, organizations, and occupants, but it is anticipated that the work take place during daytime work hours.

**Question:** Section 4. Scope of Services, Item g. indicates requirement for "design assistance and coordination". Please confirm assumption that project geotechnical engineer's attendance to at most 3 meetings is required.

**Answer:** We cannot confirm the exact number of meetings that will require the geotechnical engineer's attendance, but it will not be every project meeting.

**Question:** Section 4, Scope of Services, Item g. indicates attendance at early meetings is required while the final sentence in Section 1, Project Overview, indicates attendance at weekly project meetings for the duration of the project, and other meetings as required. For pricing this aspect of the project can we give you a price per hour and let you assign the number of meetings, the duration, and the personnel you want to attend each meeting; or give you a price per meeting with an assumed maximum number of meetings, maximum duration, and selected personnel attending? Or will you provide an expected number of meetings, the duration, and personnel who must attend so we can assign an accurate cost to this item? Do you want all disciplines (i.e. environmental engineer, geotechnical engineer, natural resources expert) to attend each meeting or just the project manager?

**Answer:** We cannot confirm the exact number of meetings that will require the geotechnical engineer's attendance, but it will not be every project meeting. Please base your proposal on the typical number of meetings for all disciplines required for a project of this size and complexity.

Question: Will the Owner provide the User provided information (e.g. environmental lien search) for the Phase I ESA or will the contractor need to provide it?

Answer: The Owner will provide any information in its possession, but an environmental lien search may be required.

Question: Do you have an expected scope of work for the Phase II environmental site assessment (ESA)? Generally, a Phase II ESA scope of work is developed based on the findings of the Phase I ESA. If you do not have a scope of work should we offer a generic scope and associated pricing? A generic scope may not adequately address all actual issues identified by the Phase I and a change order will be needed, or, conversely, a Phase II ESA may not be needed at all.

Answer: Please offer a generic scope for Phase 2 scope of work.

Question: Section 2, Project Schedule states “Provisions for liquidated damages for failure to comply with the Project Schedule. Time is of the essence to this contract.” Liquidated damages normally are not applicable to professional services. Can this reference be removed? If liquidated damages cannot be struck from the contract, will the selected bidder have the opportunity to determine the project schedule along with the parties and the development team, as well as the dollar amount for liquidated damages for schedule overruns?

Answer: There will not be a liquidated damages provision.

Question: What is the expected duration of this project?

Answer: We will engage the project consultants immediately upon selection, and the schedule will be prepared with input from the development and consulting teams.

Question: Can you confirm that the expected insurance coverage listed in the RFP is correct?

Answer: These are our standard insurance requirements. In your response to the RFP, please note the changes to the insurance requirements that you desire and the team will evaluate.