



Oregon State University

DIXON RECREATION CENTER IMPROVEMENTS 2024 DESIGN-BUILD (D-B)

REQUEST FOR PROPOSAL (RFP) #2025-015910

ADDENDUM NO. 2

ISSUE DATE: August 7, 2024

CONTRACT ADMINISTRATOR:

Matt Hausman, Construction Contracts Officer

Construction Contracts Administration

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This Addendum is hereby issued to inform you of revisions and or clarifications to the above-referenced Solicitation and/or the Contract Documents for the Project, to the extent they have been modified herein. Any conflict or inconsistency between this Addendum and the Solicitation Document or any previous addenda will be resolved in favor of this Addendum. Proposals shall conform to this Addendum. Unless specifically changed by this Addendum, all other requirements, terms and conditions of the Solicitation Document and or Contract Documents, and any previous addenda, remain unchanged and can be modified only in writing by OSU. The following changes are hereby made:

DESIGN-BUILD AGREEMENT EXHIBITS

Item 1 Included with this addendum is Exhibit N – Insurance Requirements

QUESTION/ANSWER:

Item 2 Q: Are we able to just bid on the lift replacement and deal directly with the university? Or do we need to go thru a GC, we are also licensed as a GC.

A: No, the Design-Builder selected through this solicitation will be responsible for designing, providing, and coordinating all Work.

Item 3 Q: Do you guys need to do a hazmat survey for this project to look for asbestos, lead, or mold? Will the project need air quality monitoring for this during construction or post construction clearances? Do you have someone lined up for this already?

A: OSU typically performs required hazardous materials surveying and abatement services if these materials are anticipated or found. None are anticipated for this project. However, if found OSU will provide these services.

Item 4 Q: Please verify which Base and Alternates you would like to include for pricing of the Generator scenarios. There are discrepancies between the RFP (RFP) #2025-015710, the Schematic Design Drawings and the Schematic Design Specification Narrative. Sheet G0.00 indicated the Baseline scenario is the Full Building 700kW option while Spec 240011.01 indicates the Base Scenario is the 20Kw generator option.

A: The project scope is currently anticipated to include the scope and alternates listed within the RFP document in section 1.5 Scope of Services. The Schematic Design documentation is not intended to include the full design intent of this contract.

Item 5 Q: Please verify which Base and Alternates you would like to include for pricing of the New Egress Pathway scenarios. G0.00 indicates Alternate 1 is to Infill River Rock between path and building while page 5 of the Schematic Design Specification Narrative indicates Alternate 1 is to Extend Concrete from pathway to building.

A: The Design-Builder selected through this solicitation will be responsible for designing, providing and coordinating all Work. The project scope is currently anticipated to include the alternates listed within the RFP document in section 1.5 Scope of Services.

Item 6 Q: The civil design identifies a new sidewalk and a storm drain that connects to an existing storm line. Will this trigger a PIPC permitting process?

A: The Dixon Recreation Center property is located within OSU's streets, therefore no PIPC permit is anticipated for storm work.

Item 7 Q: During mandatory pre-bid walk, relocation/removal of an ADA wheelchair lift, on the third floor, from the main floor up to the track area was discussed. However, the scope is not clearly shown in the drawings or specs as part of this RFP. Please advise if this if this is within the scope, and if so, provide more information on desired scope/schematic design.

A: The Design-Builder selected through this solicitation will be responsible for providing and coordinating all Work. The chair lift replacement design will be part of the Design-Build process.

Item 8 Q: Will the Alternates that are anticipated to be part of the scope of work to be included in the \$7m budget or will this budget adjust accordingly?

A: The alternates listed in the RFP document are currently anticipated to be within the project budget.

Item 9 Q: 2.12 Design-Builder's Fee Indicates: Subject to the GMP Total, "Design-Builder's Fee" shall be [three and one-half percent (3.5%)] of the Cost of the Work, not including any Construction Contingency funds and not including insurance deductibles. Can you clarify intension of the 3.5% fee stated.

A: That is a placeholder in the Sample Contract. Proposer is free to propose any Fee they wish in accordance with the Cost Matrix provided in the RFP.

Item 10 Q: Rooftop Guardrail system - SD structural design narrative dated 4/22/2024 (page 2) states that the added guardrail system will be free standing but drawing A1.25 states that this will be mounted to the parapet. Please advise on which design is desired.

A: The Design-Builder selected through this solicitation will be responsible for designing, providing, and coordinating all Work. This is a design issue that will need resolved based on existing conditions as part of the Design-Build process.

Item 11 Q: Please confirm if existing climbing wall system has a Fire Protection (sprinkler) system in the chase behind it.

A: Yes, there is sprinkler system behind the existing wall system.

END OF ADDENDUM NO. 2

Exhibit N

Insurance Requirements

See attached

INSURANCE REQUIREMENTS

A. GENERAL.

Contractor shall, and shall cause each Subcontractor to, maintain the insurance coverages set forth below:

1. **Commercial General Liability (CGL)**
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate – Per Project Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. **Business Automobile**
\$1,000,000 Combined Single Limit
3. **Workers' Compensation/Employers' Liability (Stop Gap)**
Statutory Workers' Compensation – Coverage A
\$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limits
\$1,000,000 Disease – Each Employee
4. **Contractors Pollution Liability**
\$3,000,000 Each Occurrence and General Aggregate
5. **Excess Umbrella Liability:**

For Contractor:

\$5,000,000 Each Occurrence/Annual General Aggregate

For Subcontractors, unless a higher limit is set by Subcontract:

\$1,000,000 Each Occurrence/Annual General Aggregate

B. ADDITIONAL REQUIREMENTS.

1. **Commercial General and Excess Umbrella Liability Insurance.**
 - a) CGL insurance shall be written on current ISO occurrence for CG 00 01 or its equivalent if Owner approves and shall cover liability arising from premises, operations, independent contractors, products-completed operations, death, bodily injury, property damage, personal injury and advertising injury and liability assumed under an insured contract. Excess Umbrella Insurance coverage shall be provided on a follow-form basis and Contractor shall be responsible for any gaps between underlying coverage and excess coverage for all policies required under the terms of this Agreement.
 - b) The Indemnitees shall be included as additional insureds under the CGL, excess umbrella liability and contractors pollution liability coverages. The additional insured coverage under the CGL shall be on current ISO additional insured endorsements CG 20 10 (07 04) and CG 20 37 (07 04) or substitutes providing equivalent coverage if Owner approves. Such insurance shall apply as primary insurance to the additional insureds.

2. Completed Operations Liability Insurance.

Completed operations coverage required by the Contract Documents shall be maintained for at least [ten (10) years] following Final Completion of the Work.

3. Business Auto and Umbrella Liability Insurance.

- a) Business Auto and Umbrella Liability Insurance shall cover liability arising out of any auto including owned, unowned, and hired.
- b) Business auto coverage shall be written on current ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or its equivalent if Owner approves.

4. Railroad Protective Liability.

- a) Where required by the railroad for construction or demolition activities, Subcontractors shall procure and maintain Railroad Protective Liability meeting the railroad's requirements.
- b) If the Work involves construction or demolition operations at or near railroad property the Subcontractors' CGL policies shall contain current ISO Form Endorsement CG 24 17 01 96 or substitute form providing equivalent coverage.

5. General/Certificates of Insurance.

- a) All insurance policies shall: (i) be written by insurance companies authorized to do business in the State of Oregon having a financial size of VII or higher and a rating of not less than "A-X" in the latest version of Best's Insurance Guide and (ii) not be suspended, canceled, or altered except after thirty (30) days' prior written notice to Owner by certified mail, return receipt requested.
- b) Prior to commencement of any applicable Work, Contractor shall file with Owner certificates of insurance evidencing the required insurance is in effect. At Owner's request, Contractor shall deliver to Owner the actual insurance policies and any endorsements or riders. The endorsements and riders shall include cross-claim and severability of interests endorsements.

6. Deductibles.

- a) CGL and Workers' Compensation/Employer's Liability (Stop Gap) policies shall not include a deductible or self-insured retention of more than [\$200,000] per claim.

7. Professional Liability Insurance.

- a) Contractor shall maintain professional liability insurance for claims arising from any professional services Contractor and its Subcontractors perform on the Project. The professional liability insurance shall be maintained throughout the Project and for a period of not less than [eight (8) years after Final Completion of the Work]. Contractor's consultants and contractors working on Contractor's behalf shall maintain professional liability insurance with limits customary for the scope and character of the professional services performed.
- b) Minimum Limits:
 - a. \$3,000,000 Each Occurrence
 - b. \$3,000,000 General Aggregate – Per Project Aggregate

C. BUILDERS' RISK INSURANCE.

- 1. Builders' Risk Insurance – Completed Value Basis. Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do

business in the jurisdiction in which the Project is located, Builders' Risk Insurance in the amount of the initial Contract Sum less design costs, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire completed Project at the site on a replacement cost basis without optional deductibles. The earthquake and flood insurance sub-limits will be equal to the maximum probable loss.

2. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
3. Such Builders' Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than Owner has insurable interest in the property to be covered, whichever is later.
4. The Builders' Risk insurance shall include the Owner, the Contractor, and subcontractors of any tier in the Project as named insureds on the policy, and shall include a waiver of subrogation provision in favor of all parties.
5. The Builders' Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect's fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading.
6. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy. The Builder's Risk Policy shall remain in force until final payment has been made on the project by OSU.
7. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).
8. The Builders' Risk shall include loss of use due to delays in project completion caused by covered peril losses to the Project, including loss of income and rents and soft costs.
9. The deductible shall not exceed \$50,000 for physical damage and shall be the responsibility of the Contractor. The deductible shall be paid by the Contractor if the Contractor is negligent. The earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is greater.
10. Owner shall be provided with a certificate of insurance, as well as a copy of the policy.

11. The Contractor shall be responsible for the payment of premium, giving or receiving notice of cancellation; and requesting amendments to this policy and accepting amendments to this policy made by the company.
12. Owner reserves the right, but not the obligation, to purchase the Builder's Risk insurance policy.

D. SUBCONTRACTOR DEFAULT INSURANCE.

1. Subject to the terms of the Agreement, and if permitted by the Agreement, including but not limited to Section 8.3.2 of the General Conditions, Contractor may place and maintain subcontractor default insurance.
2. The premium cost of any subcontractor default insurance policy permitted and chargeable to Owner as a cost of the Work shall be limited in accordance with the terms of the Pricing Amendment.