



To: Prospective Bidders
Date: September 7, 2023

RE: Addendum No. 4
Fireweed Dental Renovation
ITB # SCF23-1109

Issue Date: August 4, 2023

This document forms a part of the Contract Documents and modifies the original Procurement Documents dated August 4, 2023. Acknowledge receipt of this Addendum in the provided on the Bid Form. Failure to acknowledge receipt of this addendum may subject Proposers to disqualification.

This Addendum consists of three (3) pages.

1. Changes to RFP Schedule:

Due to the number of questions the deadline for bid submission has been extended by one (1) week. The adjusted schedule is shown below with highlighted changes:

RFP Release Date	August 4, 2023
Deadline for registration	August 15, 2023 by 11AM AKST
Site Visit and Mandatory Meeting	August 15, 2023 by 11AM AKST
Deadline for Questions	September 5, 2023 by 3 pm AKST
SCF deadline to answer Questions	September 15, 2023 by 5PM AKST
Proposal Due Date	September 22, 2023 by 2 pm AKST
Anticipated Notice of Award	September 29, 2023
Substantial Project Completion	Summer 2024

2. Responses to additional Bidder questions:

Comment or Question Provided by Bidder	SCF Response
Is this a prevailing wage project?	As noted in Addendum #3 - Davis Bacon Federal will apply to this project.
Please confirm there will not be any liquidated damages, or clarify.	As noted in Addendum #3 - These are \$1,000 per day for each day the project has not reached substantial completion by the agreed upon date.
<p>§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage, builder's risk property coverage, and Pollution Liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations . . ."</p> <p>This provision requires Architect and their consultants to be named Additional Insured under the CGL policy, builder's risk and pollution liability policies.</p> <p>Builder's risk policies are not liability policies and cover causes of loss regardless of fault. Can this be removed from this provision? The Builder's risk provision of the contract deals with which entities will be protected by that policy as insureds.</p> <p>Architects have professional liability exposure and typically no general liability exposure to the job and no pollution unless they are dealing with a contaminated site or make an error in designing with a pollutant. Professional Liability is excluded under General Liability and the contractor's pollution policy won't respond to the Architect's professional errors that result in pollution. Can the Architect and their consultants be removed from this provision for both General Liability and Pollution Liability?</p>	<p>This is standard SCF and AIA contract language. SCF may consider this request during contract negotiations with the successful bidder.</p>

<p>§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.</p> <p>This section has an important clarifying statement regarding the excess/umbrella coverage that is shall cover required items in earlier sections. However, in the final part of the sentence, in adding “and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.” It contradicts the earlier provision. Can this portion of the statement be deleted in that the prior part of the sentence already clarifies that the coverage shall be the same or greater which is not narrower?</p>	<p>This is standard SCF and AIA contract language. SCF may consider this request during contract negotiations with the successful bidder.</p>
<p>There are no limits noted for several contract required coverages. Please let us know what limits will be required.</p>	<p>SCF does not anticipate the need for Maritime Liability and the use of manned or unmanned aircraft for this project.</p>