

Addendum 16
Request for Information 7
10/20/22

1. Article VIII. I, Insurance – Will a Project-specific Professional Liability be allowed to be established, separate from the Designer’s practice policies, with those practice policies acting as secondary insurance?

Professional liability policy is required in minimum coverage amounts up to the amount required in the agreement. This can be either a per-project professional liability policy or a general professional liability policy, provided the Port is named as an additional insured. The designer’s liability must be covered either separately within the professional liability coverage or in a separate policy. In any case, the professional liability coverage and the designer’s liability coverage will be primary.

2. Question: Article VIII. J, Warranty – The designer’s Professional Liability policy does not allow for “fit for purpose” due to the ambiguity associated with defining such purpose for liability. Will the Port’s insurance requirement in Appendix A for Professional Liability be subject to such a standard, or can that standard be modified to align with the Designer’s Professional Liability parameters?

The “fit for purpose” coverage is required for the construction portion of the project and should likewise apply to the designer’s professional liability coverage, when possible. If the designer is unable to obtain this, we are willing to negotiate and consider coverage that at a minimum covers errors and omissions by the designer.

3. Article VIII. J, Warranty – The Port is requesting “highest standards prevalent in the industry, or business most closely involved in providing the appropriate services...”. Highest standards is a standard applied to the contractor, while the designer’s professional liability policy covers services that are “in a manner consistent with that level of care and skill ordinarily exercised by other similar professional consulting firms providing similar services under similar circumstances, at the time and in the general vicinity where the Services hereunder are performed”. Will the Port allow such a change for the design scope?

Yes. For both design and construction services, this language can be modified to read, “the work shall be performed in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing similar services under similar circumstances, at the time and in the general vicinity where the Services hereunder are performed.”

These are the last of questions that were submitted before the bid question deadline. Bid question deadline has been closed as of 10/17/22