



August 27, 2020

SLIDE REFURBISHMENT

Refurbishment

CS1-650-4240

Addendum #1

The RFP (CS1-650-4240) is amended by the addition of the following provisions. If any provision in this Addendum conflicts with any existing provisions in the RFP, the Provisions of this addendum control. All other provisions in this Addendum remain effective as previously published.

ADDITIONAL INFORMATION

The following insurance requirements on page 26 may be removed in its entirety:

D. Professional Liability

F. Builders Risk/Installation Floater Insurance

~~D. Professional Liability. If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.~~

~~F. Builders' Risk/Installation Floater Insurance. The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders'~~

~~Risk/Installation Floater insurance must be primary and not contributory.~~

- ~~1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.~~
- ~~2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.~~
- ~~3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.~~
 - ~~a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.~~
 - ~~b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.~~
 - ~~c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.~~
 - ~~d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.~~
 - ~~e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.~~

All other Terms and Conditions remain the same. Acknowledge this addendum in your bid/proposal.

End of Addendum.