



ADDENDUM NO. 1

TO

REQUEST FOR PROPOSALS

OF

PROGRAM ADMINISTRATION SERVICES

FOR

State Expenditure Plan# 12:

Perch Creek Area Sanitary Sewer Trunk Line Cured In Place Pipe (CIPP)

The insurance requirements for this Proposal shall be amended, revised and changed to remove **Insurance (Page 12)** of the original document in its entirety and replace with the below stated Insurance requirements.

INSURANCE

Consulting Firm agrees to secure and maintain at all times during this Agreement insurance of the following kinds and minimum amounts. In the event of cancellation or reduction in the insurance coverage required herein, thirty (30) days registered mail notice of such cancellation or reduction will be given to the Board's Executive Director and Project Manager. Consulting Firm shall at all times during this Agreement maintain the following minimum amounts of liability insurance, or greater amounts as reasonably necessary to provide adequate protection and coverage for very large, complex, and/or expensive projects, from an insurer licensed in Alabama and having a rating of "A-VII" or better by the A.M. Best Company:

1. Commercial General Liability Insurance: providing coverage against claims for personal injury, including death, advertising injury, blanket contractual liability, products/completed operations, and property damage.
 - a. Combined single limit of \$1,000,000 per occurrence, with an aggregate total

of \$2,000,000.

- b. Aggregate Limit applies on a Per Project Basis.
 - c. Policy will not exclude this contract in its definition of an insured contract.
 - d. Additional Insured status will be provided to the Board, its Commissioners, members, officers, and employees, parties listed below along with Completed Operations. It shall apply as Primary to and Noncontributory by any liability insurance of the additional insured.
2. Commercial Automobile Liability Insurance: providing coverage against claims for bodily injury, including death, and property damage, including owned, non-owned, and hired vehicles.
- a. Combined single limit of \$1,000,000 per accident.
 - b. Additional Insured status will be provided to the Board, its Commissioners, members, officers, and employees.
3. Worker's Compensation and Employers Liability Insurance: providing coverage as required by law of the state in which work is performed.
- a. Worker's Compensation – Statutory Amount of State.
 - b. Employer's Liability – single limit of at least \$1,000,000 per accident. \$1,000,000 per employee and \$1,000,000 per disease.
 - c. If applicable, appropriate Maritime and USL&H coverage.
 - d. Additional Insured status will be provided to the Board, its Commissioners, members, officers, and employees.
4. Umbrella/Excess Policy Coverage: \$5,000,000 per occurrence with a \$5,000,000 aggregate, or for smaller Consulting Firming firms expecting to get projects not exceeding \$2,000,000 each in construction cost, \$2,000,000 per occurrence with a \$2,000,000 aggregate.
- a. Additional Insured status will be provided to the Board, its Commissioners, members, officers, and employees.
5. Professional Liability Insurance (Errors and Omissions): \$1,000,000 per occurrence with a \$1,000,000 aggregate.
6. Umbrella/Excess Policy for Professional Liability Insurance (Errors and Omissions) Coverage: \$1,000,000 per occurrence with a \$1,000,000 aggregate.

All policies listed above will provide a Waiver of Subrogation in favor of the Board, its Commissioners, members, officers and employees.

Consulting Firm shall provide proof of the above listed insurance policies to the Board by furnishing:

- **Certificates of insurance;** and
- **Applicable Endorsements**

All of these documents shall be provided to the Board or the Board's designee prior to beginning any work under this Agreement by Consulting Firm, and thereafter at any time requested by the Board, any individual Board member, or the Board's designee. In addition, Consulting Firm shall provide copies of the actual policies upon request of the Board or its designee. Consulting Firm shall provide the policies within fifteen (15) business days of the request. In the event that the policies are requested, Consulting Firm may redact the following:

- The dollar amount of the premiums charged by the insurance provider;
- Any information pertaining solely to other clients of Consulting Firm, if the policy affords coverage relative to work of Consulting Firm for other clients;
- The application and supporting materials provided by Consulting Firm to its insurance provider in order to obtain the policy, which are made a part of the policy.

Consulting Firm shall not redact any information pertaining in any way to coverages required by this Agreement and/or to descriptions of or limitations on any such coverages.

It shall be a material breach of this Agreement by Consulting Firm if the certificates of insurance, and all requested endorsements are not provided to the Board prior to Consulting Firm's performance of any work under this Agreement, or if Consulting Firm fails to provide copies of the actual insurance policies upon request, within the above time limit. If Consulting Firm does

perform any work under this Agreement without providing the above required insurance coverage documentation, or if Consulting Firm fails to provide copies of the actual policies upon request within the time specified, this Agreement shall be subject to immediate termination by the Board. Further, if Consulting Firm fails to provide a complete copy of each requested policy upon request, within the time limit set forth above, and the Board enlists the services of legal counsel in an effort to obtain them, Consulting Firm shall reimburse the Board all reasonable attorneys' fees, costs, and expenses incurred by the Board for these legal services.

Submitted by:

MAWSS

DATE: August 11, 2020

Calressia Clark

We have received this addendum and will attach a signed copy to our proposal.

Authorized Signature Print Company Name

Date