

**September 5, 2024**

**City of Mercedes**  
**ADDENDUM NO. 2024-019 (B)**

**Request for Proposals for**  
**City Hall Roof Repair**

**Prospective Proposers and all concerned are hereby notified of the following changes in the Request for Proposals document for the above-listed RFP. These changes shall be incorporated in and shall become an integral part of the RFP documents.**

**SPECIFICATIONS**

1. The spray polyurethane foam system product may also include an approved equal product exhibiting the physical properties as listed in the bid specifications.

**GENERAL CONDITIONS**

1. Upon the award of the bid, the selected contractor shall purchase and maintain the required insurance and coverage provided in the attached document, or required by Laws or Regulations, whichever are greater. The CITY OF MERCEDES is to be listed as an additional insured.

If you need additional clarification, you may contact Joselynn Castille at  
[jcastillo@cityofmercedes.com](mailto:jcastillo@cityofmercedes.com)

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE BID PROPOSAL FORM.**

End of Addendum

## INSURANCE

A. The CONTRACTOR shall purchase and maintain the insurance required under this Paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by Laws or Regulations, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Substantial Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing Defective Work. The CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

B. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized to issue insurance policies for the limits and coverages so required in the State in which the Project is located. Such insurance companies shall have a current Best's Rating of at least an "A" (Excellent) general policy holder's rating and a Class VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

C. The CONTRACTOR shall furnish the OWNER, with copies to each additional insured who is indicated in the Supplementary General Conditions, with certificates and original endorsements showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER and additional insureds by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the OWNER, the

ENGINEER, and their consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shall purchase and maintain the following insurance:

1. Workers' Compensation and Employer's Liability: This insurance shall protect the CONTRACTOR against all claims under applicable workers' compensation laws or federal acts, including claims for injury, disease, or death of employees which, for any reason may not fall within the provisions of a workers' compensation law. This insurance shall include an "all states" endorsement. In the event of a "monopolistic" state, CONTRACTOR shall certify all employees are covered by the state fund or shall provide a separate policy providing "all states" benefits. Employer's liability "stop gap" coverage for monopolistic states shall be provided under either a worker's compensation policy or general liability policy. The CONTRACTOR shall require each subcontractor similarly to provide workers' compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's workers' compensation insurance. In case any class of employees is not protected under the workers' compensation laws, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected. The CONTRACTOR and each Subcontractor shall provide a waiver of subrogation in favor of the OWNER and ENGINEER.

2. Comprehensive or Commercial General Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees or damage to property of the OWNER or others arising out of any act or omission of the CONTRACTOR or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by personal injury liability coverage and contractual coverage to

insure the contractual liability assumed by the CONTRACTOR under the indemnification provisions in the General Conditions. To the extent that the CONTRACTOR's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive or commercial general liability coverage shall specifically include coverage relative to blasting, explosion, collapse, and/or underground hazards.

3. Commercial Automobile Liability: This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the Site of all motor vehicles licensed for highway use, whether they are owned, nonowned, or hired.

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The CONTRACTOR shall either require each of the Subcontractors to procure and to maintain subcontractor's public liability and property damage insurance and vehicle liability insurance of the type and in the same amounts specified in the Supplementary General Conditions for the CONTRACTOR or insure the activities of the Subcontractors under the CONTRACTOR's own policies.

5. Builder's Risk:

a. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the CONTRACTOR, Subcontractors, the OWNER, and the ENGINEER, against risks of damage to buildings, structures, and materials and equipment (including any stored off-site and while in transit), CONTRACTOR'S equipment, debris removal and including demolition and contingent loss occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for ENGINEER'S services and expenses required as a result of such insured loss. The amount of such insurance shall be

not less than the insurable value of the WORK at completion plus equipment.

Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear. This insurance shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, the OWNER, and the ENGINEER. This insurance shall insure against all risks of loss (including earthquake, flood and collapse) and, at the option of the OWNER, shall include comprehensive boiler and machinery coverage including coverage for installation and testing.

b. If the OWNER finds it necessary to occupy or use a portion or portions of the Project prior to Substantial Completion thereof, such occupancy shall not commence prior to the time mutually agreed to by the OWNER and CONTRACTOR and to which the insurance company or companies providing the Builder's Risk Insurance has consented by endorsement to the policy or policies.

## SUPPLEMENTARY GENERAL CONDITIONS - INSURANCE

A. The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. Limits may be provided by a combination of primary and excess liability policies or through a single policy. If the limits are provided by a combination of primary and excess liability policies, then the excess or umbrella liability overages shall include commercial general, comprehensive automobile, and employer's liability and shall provide coverage at least as broad as the underlying policies.

### 1. Workers' Compensation:

- a. State: In accordance with State Statute
- b. Applicable Federal (e.g. USL&H): Statutory

Note: If the WORK called for in the Contract Documents involves work in or on any navigable waters, the CONTRACTOR shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, Maritime Law, and any other coverage required under Federal or State laws pertaining to workers in or on navigable waters.

### 2. Comprehensive or Commercial General Liability:

Combined Single Limit:

- a. Bodily Injury \$250,000 each person \$500,000 each occurrence
  - b. Property Damage \$100,000 each occurrence \$100,000 aggregate
- or- \$500,000 combined single limits

3. Comprehensive Automobile Liability (including owned, hired, and non-owned vehicles): Combined Single Limit:

- a. Bodily Injury \$100,000 each person \$500,000 each occurrence
  - b. Property Damage \$100,000 each occurrence \$100,000 each aggregate
- or- \$500,000 combined single limits

4. Protective Liability:

a. Bodily Injury \$250,000 each person \$500,000 each occurrence

b. Property Damage \$100,000 each occurrence \$100,000 each aggregate

-or- \$500,000 combined single limits

B. All policies shall provide that the CONTRACTOR agrees to waive all rights of subrogation against the OWNER, the ENGINEER, and their subconsultants, employees, officers and directors, for WORK performed under the Agreement. Endorsements shall be provided with certificates of insurance.

C. All policies shall also specify that the insurance provided by the CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER or ENGINEER.

D. All policies except Workers' Compensation and Builders Risk shall name the OWNER, ENGINEER, their consultants, subconsultants, and their officers, directors, agents and employees as additional insureds. The Builders Risk insurance shall name the CONTRACTOR, OWNER, and ENGINEER as named insureds.

E. All policies shall provide for thirty days notice prior to any cancellation, reduction in coverage or nonrenewal.

The CONTRACTOR shall also name the CITY OF MERCED and its officers, directors, agents, and employees as "additional insureds" under the insurance policies.