



Event Addendum(s)

Addendum No. 1

Date: July 3, 2024

REVISIONS TO:

**Request for Qualifications Specification No. ES24-0035F
Puyallup Avenue Sewer Utility Replacement Project**

NOTICE TO ALL RESPONDENTS:

This addendum is issued to clarify, revise, add to or delete from, the original specification documents for the above project. This addendum, as integrated with the original specification documents, shall form the specification documents. The noted revisions shall take precedence over previously issued specification documents and shall become part of this contract.

REVISIONS TO THE SUBMITTAL DEADLINE:

The Deadline for Questions on the RFQ has moved to: July 10, 2024
The Date for Final City Addendum has moved to: July 17, 2024

The submittal deadline remains the same: July 30, 2024

REVISIONS TO SECTION 2 – PROJECT OVERVIEW:

SECTION 2.6 - AVAILABILITY AND USE OF BACKGROUND DOCUMENTS

Additional resource links to be added:

- Project website
[Puyallup Avenue Sewer Utility Replacement Project - City of Tacoma](#)
- GIS Mapping Application – Tmap
<https://tmap.cityoftacoma.org>

REVISIONS TO ATTACHMENT D - ANTICIPATED INSURANCE REQUIREMENTS:

Delete the existing CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS and replace it with the attached revised, CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS marked as Addendum No. 1



Event Addendum(s)

REVISIONS TO ATTACHMENT E. SOQ FORMS:

Adding a second Form C1. Form of Insurance Letter. The forms (Form C1: Insurance Company Letter of Intent Regarding Required Insurance) are to be completed by BOTH the Design-Builder and Engineer of Record.

NOTE: Acknowledge receipt of this addendum by initialing the corresponding space as indicated on the signature/proposal page. Vendors who have already submitted their bid/proposal may contact the Purchasing Division at 253-502-8468 and request return of their bid/proposal for acknowledgment and re-submittal. Or, a letter acknowledging receipt of this addendum may be submitted in an envelope marked Request for Qualifications Specification No. ES24-0035F Addendum No. 1. The City reserves the right to reject any and all bids, including, in certain circumstances, for failure to appropriately acknowledge this addendum.



This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as “Contractor”.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers’ Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a “Waiver of Subrogation” clause in favor of City of Tacoma
 - 1.3.4. Include a “Separation of Insureds” clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the “City of Tacoma” on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.



INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@cityoftacoma.org.
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance (CGL)

Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including bodily injury, personal & advertising injury and products and Completed Operations for three years following the completion of work related to performing construction services with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence.

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.5 Professional Liability Insurance or Errors and Omissions

For Design-Build Contracts. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of Five Million Dollars (\$5,000,000) per claim and Six Million Dollars (\$6,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Six Million Dollars (\$6,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. ***Both the Design-Builder and Engineer of Record will be required to provide verification of this policy.***

**INSURANCE REQUIREMENTS FOR CONTRACTS**

3.6 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.7 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) each occurrence and Six Million Dollars (\$6,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

3.8 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

3.9 Owners and Contractors Protective Liability Insurance

Contractor shall maintain during the performance of all work pursuant to the Contract, an ISO form Owners and Contractors Protective Liability policy, on which City of Tacoma shall be a named insured. Said policy shall provide coverage for bodily injury and property damage arising from the work to be performed under the Contract, and shall have policy limits of no less than Ten Million Dollars (\$10,000,000) combined single limit of liability with a dedicated aggregate limit of no less than Ten Million Dollars (\$10,000,000).

3.10 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

3.11 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).

REQUEST FOR QUALIFICATIONS SPECIFICATION NO. ES24-0035F

Puyallup Avenue Sewer Utility Replacement Project

**Form C1: Insurance Company
Letter of Intent Regarding Required Insurance**

(To be typed on Insurance Company's Letterhead)*

City of Tacoma Procurement & Payables Division
3628 S. 35th Street
Tacoma, Washington 98409

Re: Puyallup Avenue Sewer Utility Replacement Project – Letter of Intent to Insure

Dear [____],

_____ (the "Respondent") has submitted its Statement of Qualifications (the "SOQ") in response to the Request for Qualifications (the "RFQ") for the Puyallup Avenue Sewer Utility Replacement Project (the "Project"), issued by the City of Tacoma (the "City") on June 17, 2024, as amended, pursuant to which the Respondent is seeking to be invited to submit a proposal to a subsequent Request for Proposal and be selected to enter into a Design-Build Contract (the "Contract") with the City for the Project.

We have reviewed the Respondent's SOQ and the RFQ. We hereby certify that we intend to provide all required insurance as described in the RFQ in the event that the Respondent is selected for final negotiations and execution of the Contract by the City.

Name of Insurance Company

Name of Designated Signatory

Signature

Title

*This letter of intent may be provided by an insurance company or an insurance broker. References to "Insurance Company" in this form shall be changed to "Insurance Broker" if provided by an insurance broker.