

TRAUTMAN ASSOCIATES
NIAGARA WHEATFIELD CENTRAL SCHOOL DISTRICT
2018 CAPITAL OUTLAY
TA PROJECT 18058

Edward Town Middle School

SED No. 40-07-01-06-0-014-015 Review No. 18-0487

BID ADDENDUM NO. 1

ITEM 1 - REFERENCE PROJECT MANUAL; AIA A201-2107 GENERAL CONDITIONS

ADD the attached Insurance Requirements

ITEM 2 - REFERENCE PROJECT MANUAL; SECTION 116623 GYMNASIUM EQUIPMENT:

ADD the following to Article 2.1-A:
4. Draper, Inc.

ADD the following to Article 2.2-A:
3. Draper, Inc.

ITEM 3 - REFERENCE CONTRACT DRAWING; C101:

ADD the following note to Storm Drainage Structure B:
- Reconstruct adjacent cleanout (CO) per Detail 2 on Drawing C101.



END OF BID ADDENDUM NO. 1

BVV:bvv 11/28/18

ATTACHMENTS: Insurance Requirements

PREVIOUS ADDENDA: none

INSURANCE REQUIREMENTS

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 General Requirements. The Contractor agrees to secure and maintain, at Contractor's own expense, all insurance coverage required in this Article 11 from one or more insurance companies license to write such insurance in New York State or that are eligible non-admitted insurers, pursuant to the current Excess Line Association of New York's official list. Insurers must carry an A.M. Best "Secure" rating of B+ or better. The Contractor's insurance must include the following, without limitation, and must be written with limits no less than specified in Section 11.1.2:

- .1 claims under workers' compensation, disability benefit, and other similar employee benefit acts applicable to the Work to be performed, including, without limitation, claims by the employees of private entities performing Work at the site that are exempt from workers' compensation insurance coverage requirements on account of number of employees or occupation, which entities must maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness, disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including resulting loss of use resulting;
- .6 claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle; and
- .7 claims involving contractual liability applicable to the Contractor's obligations

§11.1.2 Required Policies. Coverages, whether written on an occurrence or claims-made basis, must be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment. Claims-made coverage will only be allowed when the Contractor demonstrates that occurrence-based coverage is not available for a specific type of required coverage. The insurance required by Section 11.1.1 must be written for not less than the following limits, or greater limits as may be required by law, and include the following terms:

- .1 Commercial General Liability. Occurrence-based Commercial General Liability coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. Products and Completed Operations coverage must be maintained in force for a minimum of two (2) years following Final Completion of the Project. Minimum limits are:
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$50,000 Fire Damage (any one fire)

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- \$5,000 Medical Expense (any one person)
- .2 Automobile Liability. Bodily Injury and Property Damage coverage for the Contractor as the owner or lessee of automobiles, trucks, trailers, self-propelled Contractor's equipment, and all other owned and non-owned vehicles registered for use on the public highway and/or used in operations relating to the Contractor's Work. The minimum limit is:
 - \$1,000,000 Combined Single Limit
- .3 Excess Liability and/or Umbrella Liability. Minimum limits are:
 - \$10,000,000 Each Occurrence
 - \$10,000,000 Aggregate
- .4 Workers' Compensation
 - .1 Workers' Compensation Requirements. To comply with the New York State Workers' Compensation Law, the Contractor must (1) be legally exempt from obtaining workers' compensation insurance coverage, or (2) obtain such coverage from insurance carriers, or (3) be self-insured or participate in an authorized group self-insurance plan.
 - .2 Workers' Compensation Coverage Evidence. To demonstrate compliance with the New York State Workers' Compensation Law, the Contractor must provide one of the following forms to the Owner:
 - .1 Either CE-200, "Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required"; or CE-200, "Affidavit That An Out-Of-State Or Foreign Employer Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage" (either affidavit must be stamped as received by the New York State Workers' Compensation Board); or
 - .2 Either C-105-2, "Certificate of NYS Workers' Compensation Insurance Coverage" (for employers insured for workers' compensation through a private insurance carrier the Contractor's insurance carrier must send this form to the Owner), or U-26.3, "New York State Insurance Fund Certificate of Workers' Compensation Coverage" (for employers insured for workers' compensation through the State Insurance Fund); or
 - .3 Either SI-12, "Certificate of Workers' Compensation Self-Insurance," or GSI-105-2, "Certificate of Participation in Workers' Compensation Group Self-Insurance (for employers participating in group self-insurance for workers' compensation the Contractor's Group Self-Insurance Administrator must send this form to the Owner).
- .5 Employer's Liability/Disability
 - .1 Disability Benefits Requirements. To comply with the New York State Disability Benefits Law, the Contractor must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.
 - .2 Disability Benefits Coverage Evidence. To demonstrate compliance with the New York State Disability Benefits Law, the Contractor must provide one of the following forms to the Owner:
 - .1 Either CE-200, "Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required" or CE-200, "Affidavit That An Out-Of-State Or

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Foreign Employer Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage" (either affidavit must be stamped as received by the New York State Workers' Compensation Board); or

.2 Either DB-120.1 , "Certificate of Disability Benefits," or DB-820/829, "Certificate/Cancellation of Insurance" (the Contractor's insurance carrier must send either form to the Owner); or

.3 DB-155 (3/04), "Certificate of Disability Benefits Self-Insurance."

.6 Owner's Protective Liability Policy. The XCU exclusion must be deleted, and the Named Insured will be "Niagara Wheatfield Central School District." Minimum limits are:

\$2,000,000 Each Occurrence

\$4,000,000 Aggregate

§11.1.3 Certificates of Insurance and Copies of Policies. Certificates of insurance acceptable to the Owner, together with copies of all insurance policies procured by the Contractor pursuant to this Article 11, including, without limitation, terms, conditions, declarations, riders, and endorsements, must be submitted to the Construction Manager for transmittal to the Owner, with copies to the Architect, prior to commencement of the Work. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage must be submitted with the final Application for Payment. Information concerning reduction of coverage must be furnished by the Contractor with reasonable promptness. In addition to the Certificates of Insurance and accompanying documents, the Contractor shall provide to the Owner, as Certificate Holder, on a timely basis, copies of any subsequently issued endorsements that amend any coverages or limits. In addition:

.1 "Certificate Holder" is the Niagara Wheatfield Central School District, 13J 90 Park Street, Niagara Wheatfield, New York 14004.

.2 Coverages reflected in certificates of insurance and underlying policies must comply with all requirements of this Article II.

.3 All insurance documents must be executed with *authorized* signatures.

.4 All required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured must also be given to the Additional Insureds identified in Section 11.1 .4. Copies of such endorsements must be furnished to the Certificate Holder.

.5 Failure of the Owner to object to the Contractor's failure to furnish a certificate or other evidence of required insurance coverages, or to object to any defect in such certificate or other evidence, or to demand receipt of such certificate or other evidence, is not a waiver of the Contractor's obligation to furnish the required insurance coverages. Furthermore, nothing contained in this Article 11 imposes on the Owner a duty or obligation to review any certificates or other evidence of insurance coverages or to issue any formal approval or acceptance of such evidence, the duty and obligation of the Contractor being to provide insurance meeting the requirements of this Article 11 regardless of any review or lack of review by the Owner of the Contractor's evidence of insurance.

.6 The Contractor's liability to and indemnification of the Owner is not relieved or diminished by the Contractor securing insurance coverage in accordance with this Article II. Any acknowledgement of receipt of, or lack of objection by the Owner to, the Contractor's evidence of required insurance coverage is not acceptance in any way of any deficiencies in the Contractor's insurance coverage.

§11.1.4 Additional Insureds

§11.1.4.1 Policies of insurance required under Sections 11 .1.2. 1 (Commercial General Liability),

11.1.2.2 (Automobile Liability), 11.1 .2.3 (Excess Liability and/or Umbrella Liability), and 11.1.2.6

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(Hazardous Materials –if applicable) must also apply to the following as Additional Insureds on a primary and non-contributory basis, with the following designation, unaltered: "(1) Niagara Wheatfield Central School District and its employees, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors, members of the Board of Education, and consultants, during both ongoing and completed operations and (2) Trautman Associates and its consultants, during ongoing operations (collectively "Additional Insureds").

§11.1.4.2 Coverage Evidence. Additional Insured coverage must be effected through the use of either ISO Form CG 20 26 or forms CO 20 10 and CG 20 37 together. Form CO 20 10 alone is not acceptable. Certificates of Insurance must clearly state how coverage is effected in the Excess/Umbrella Liability layer. Certificates of Insurance must show the form numbers used to effect all of the Additional Insured coverages. A copy of the actual policy language or endorsement that effects this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

§11.1.4.3 No Reliance on "Following Form." The Contractor acknowledges that "Following Form" wording generally does not meet the primary and non-contributory coverage requirement for Additional Insureds, and that the coverage primacy aspect of Additional Insured coverage is typically addressed in the "Other Insurance" provisions of a policy's "Conditions" section, and often requires an amending endorsement to effect coverage on a primary and non-contributory basis. The Contractor therefore must provide such endorsements to the Owner, or other documentation acceptable to the Owner evidencing that the primary and non-contributory coverage requirements are met as to all policies for which they are required under Section 11.4.1.1.

§ 11.1.5 Nominal Expiration/Renewal. When any required insurance is to expire due to a normal expiration or renewal date, the Contractor shall supply the Owner, at least ten (10) days prior to either such date, in addition to Certificates of Insurance, with either (1) copies of all renewed insurance policies, including, without limitation, terms, conditions, declarations, riders, and endorsements evidencing continuation of all coverages in the same manner, limits of protection, and scopes of coverage as was provided by the previous policy, or (2) if acceptable to the Owner, all declaration pages, mandatory riders, and/or endorsements that clearly evidence the continuation of all coverages in the same manner, limits of protection, and scope of coverage as provided by the previous policy.

§11.1.6 Subcontractors. The Contractor shall cause each Subcontractor to (1) procure insurance reasonably satisfactory to the Owner and written by companies meeting the same criteria as required under Section 11.1.1. and (2) cause the issuers of those insurance policies to name the Additional Insureds as Additional Insureds under each Subcontractor's comprehensive general, automobile, excess/umbrella, and hazardous materials liability policies. The Additional Insured endorsement included in each such Subcontractor's policies must state that coverage is afforded to all Additional Insureds with respect to any and all claims arising out of operations performed by or on behalf of the Contractor. If the Additional Insureds have other insurance otherwise applicable to a loss, such other insurance will only apply, if at all, on an excess or contingent basis. The amount of each Subcontractor's insurers' liability under each such insurance policy will not be reduced by the existence of such other insurance.

§11.1.7 Owner Insurer Loss Payments. In the event the Owner's insurer(s) make(s) any

payment toward any loss covered under any policy of insurance the Contractor is required to procure under this Article II, the Owner's insurer(s) are subrogated to all of the Contractor's rights of recovery against any person or organization including, but not limited to, the Contractor's insurer(s), and the Contractor shall execute and deliver all instruments, papers, and whatever else is necessary to secure those rights. The Contractor shall do nothing after the payment of any damages to prejudice those rights.

§ 11.2 Owner's Liability Insurance

The Owner shall purchase and maintain the Owner's usual liability insurance. The Owner may also, at its sole option, purchase and maintain other insurance for protection against claims that may arise from operations under the Contract Documents. The Contractor is not responsible for purchasing and maintaining such optional Owner's liability insurance unless specifically required in the Contract Documents. Neither the Owner's usual liability insurance nor any other insurance obtained by the Owner reduces or otherwise affects the Contractor's insurance requirements under Section 11.1.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of New York, property insurance on a replacement cost basis. Such property insurance will be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment is made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance will include interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance will be on a builder's risk, "all-risk," or equivalent policy form and include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and will cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss. Coverage for other perils is not required unless otherwise provided in the Contract Documents.

§ 11.3.1.2 If the Owner does not intend to purchase property insurance described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors, and Sub-subcontractors in the Work, and by appropriate Change Order the cost of such insurance will be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable to that failure or neglect.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 The property insurance will cover portions of the Work stored off the site, and also portions of the Work in transit. The insurance required by this Section 11.3 will not, however,

cover machinery, tools, equipment, vehicles, shanties, tool houses, trailers, or other temporary or permanent structures owned or rented by the Contractor, a Subcontractor, or a Sub-subcontractor, or their employees, utilized in performance of the Work but not incorporated into the permanent improvements. The Contractor is solely responsible for all such items of its own and any under its control. The Contractor shall, at the Contractor's own expense, provide insurance coverage for all of the items described in this Section 11.3.1.4, which is subject to the provisions of Section 11.3.7.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 may not commence until the insurance company or companies providing property insurance consent to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance. The Owner, if applicable to the Work and at its sole option, may purchase and maintain boiler and machinery insurance or shall do so if required by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner. This insurance will include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain insurance against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused, but only to the extent of actual recovery of proceeds by the Owner under such insurance.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described in this Section 11.3 or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost for it will be charged to the Contract or by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner waives all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies must provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Upon the Contractor's request, the Owner will provide copies of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.

§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their respective subcontractors, sub-subcontractors, agents and employees, and (2) the Construction Manager, Construction Manager's consultants,

Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their respective subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other causes of loss to the extent of proceeds under property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and any of their respective subcontractors, sub-subcontractors, agents, and employees, by appropriate written agreements, similar waivers each in favor of other parties enumerated in this Section I 1.3.7. The policies must provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity has an insurable interest in the property damaged.

§ 11.38. A loss insured under the Owner's property insurance will be adjusted by the Owner and made payable to the Owner for the insureds. as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section I 1 .3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate written agreements shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner shall, upon occurrence of an insured loss, give a bond for proper performance of the Owner's duties. The cost of the bond will be charged against proceeds received. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement. If after such loss no other special agreement is made, and unless the Owner terminates the Contract for convenience, replacement of damaged property will be performed by the Contractor after notification of a Change in the Work.

§ 11.3.10 The Owner will adjust and settle a loss with insurers unless one of the parties in interest objects in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute will be resolved in the manner selected as the method of binding dispute resolution in the Agreement. Nothing in this Agreement calls for the name of any party other than the Owner as loss payee on the Owner's insurance and no draft or other instrument in payment of any loss will name any other party as a joint payee.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising under it. Bonds must be obtained fi-om a surety company or companies satisfactory to the Owner, licensed to do business in the State of New York, and listed in the latest issue of U.S. Treasury Circular 570. The amount of each bond will be equal to one hundred (100) percent of the Contract Sum. Each bond must be maintained throughout the duration of the Project, and subsequently to the extent the Contractor has ongoing performance and payment obligations following completion of the Project.

§ 11.4.2 Bonds must be prepared on the forms of AIA Documents A312-2010 - Performance Bond and A312-201 0- Payment Bond, without modifications other than (1) a mandatory statement in Section 16 of the Performance Bond that it is given as a statutory or other legally required bond and that Section 1 3 of the Performance Bond applies in full, without

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exception, (2) a mandatory statement in Section 16 of the Performance Bond that it includes performance by the Contractor of any correction and warranty obligations in the Contract Documents, including such performance after the dates of Substantial and Final Completion, and (3) a mandatory statement in Section 18 of the Payment Bond that it is given as a statutory or other legally required bond and that Section 14 of the Payment Bond applies in full, without exception. The cost of the bonds is included in and will not increase the Contract Sum.

.1 The Contractor shall deliver the required bonds to the Owner not later than 7 days following the date the

Agreement is entered into and before commencing any of the Work.

.2 The Contractor shall require any attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bonds a certified and current copy of their power of attorney authorizing him or her to sign the bond.

§ 11.4.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.