



CITY OF TACOMA
Water Supply

ADDENDUM NO. 1

DATE: 6/29/2018

REVISIONS TO:

Request for Bids Specification No. WS18-0246N
2018 Cathodic Protection Installations

NOTICE TO ALL BIDDERS:

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 submittal deadline remains the same.

REVISIONS TO THE GENERAL INFORMATION AND REQUIREMENTS:

Insurance document is being added to the bid by this addendum. The Request for Quotation page has been updated in which to initial receipt of the addendum.

NOTE: Acknowledge receipt of this addendum by initialing the corresponding space as indicated on the Request For Quotation. 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 Specification No. WS18-0246N 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.

cc: Water Supply



CITY OF TACOMA

THIS IS NOT AN ORDER
All prices quoted shall be F.O.B.
Destination, Freight Prepaid and Allowed

All responses & inquiries must be plainly marked with this

REQUEST FOR QUOTATION 6000046456

Return Bids By 11:00 AM, 07/06/2018 to: sendbid@cityoftacoma.org
Debbie Seibert ABN 4th Floor NE 3628 South 35th Street Tacoma WA 98409 Ph. 253 502 8587 Fax.253-502-8372
Material will ship to:
Not Applicable

RFQ Information	
Collective Bid #	WS18-0246N
Bid Issue Date	06/04/2018
Vendor Number	109226 WEB VENDOR FOR RFQ
Vendor Information (vendor to complete)	
Firm Name:	
Address:	
City/State/Zip	/ /
Phone/Fax	/
E-Mail	
Contact Name	
Payment Terms	%, days (e.g. 2% 10,N30)
Tacoma Bus. Lic. #	
Taxpayer ID #	
SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID	
x _____	DATE: ___ / ___ / _____
NAME :	_____
TITLE :	_____

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
10	2018 CATHODIC PROTECTION INSTALLATIONS Prevailing wage rates are applicable to this project Please acknowledge receipt of Addendum No 1 by entering initials and return this Request For Quotation page as part of your bid submittal package. ADDENDUM NO. 1 _____ This Request for Quotation page must be signed to be a valid bid.		1	AU		
	Item 1-Protection					



CITY OF TACOMA

THIS IS NOT AN ORDER
All prices quoted shall be F.O.B.
Destination, Freight Prepaid and Allowed

All responses & inquiries must be
 plainly marked with this

**REQUEST FOR
 QUOTATION
 6000046456**

Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
20		Item 2-Test		1	AU		
30		Item 3-close-interval potential		1	AU		
40		Force Account		1	AU		

Net Value	\$
Plus Tax at	
_____ %	\$
Total Amount	\$



WS18-0246N CITY OF TACOMA INSURANCE REQUIREMENTS

The Contractor (Contractor) shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma (City) shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and /or prudent, maintain greater limits and/or broader coverage.

1. **GENERAL REQUIREMENTS**

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

- 1.1. City reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. The insurance must be written by companies licensed in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Policies of Insurance, *such as Commercial General Liability or Commercial Auto Liability or Marine General Liability or Aircraft General liability or Excess Liability*, required under this Contract that name City as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Severability of Insureds", "Separation of Interest", or "Cross Liability" provision and a "Waiver of Subrogation" clause in favor of City.
- 1.5. A Waiver of Subrogation in favor of City for General Liability and Automobile Liability.
- 1.6. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.7. Insurance policy(ies) shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security.
- 1.8. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.9. Contractor shall provide City notice of any cancellation or non-renewal of this required insurance within 30 calendar days.
- 1.10. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City.
- 1.11. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City may, after giving five (5) business day notice to Contractor to correct the breach, immediately



WS18-0246N CITY OF TACOMA INSURANCE REQUIREMENTS

terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City by Contractor upon demand, or at the sole discretion of City, offset against funds due Contractor from City.

- 1.12. Contractor shall be responsible for all premiums, deductibles and self-insured retentions. All deductibles and self-insured retained limits shall be shown on the Certificates of Insurance. Any deductible or self-insured retained limits in excess of Ten Thousand Dollars (\$10,000) must be approved by City Risk Management Division.
- 1.13. 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).
- 1.14. City 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 has been expanded.
- 1.15. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City to Contractor.
- 1.16. City, including its officers, elected officials, employees, agents, and authorized volunteers, and any other entities, as required by the Contract, shall be named as additional insured(s) by endorsement for all liability insurance policies set forth below. No specific person or department should be identified as the additional insured.
- 1.17. Contractor shall deliver a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor delivers the signed Contract for the work to City. Contractor shall deliver copies of any applicable Additional Insured, Waiver of Subrogation, and primary and non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.18. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City's request.

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 (CGL) Insurance

The CGL insurance policy must provide limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

The CGL policy shall be written on an Insurance Services Office (ISO) form CG 00 01 (04-13) or its equivalent. Products and Completed Operations shall be maintained for a period of one year following final acceptance of the work. The CGL policy shall be endorsed to include:



WS18-0246N CITY OF TACOMA INSURANCE REQUIREMENTS

- 3.1.1 A per project aggregate policy limit.
- 3.1.2 Contractual Liability-Railroad using ISO form CG 24 17 (10-01) or equivalent if Contractor is performing work within fifty (50) feet of a City railroad right of way.
- 3.1.3 City as additional insured using ISO form endorsements CG 20 10 (04-13) and CG 20 37 (04-13) or equivalent for ongoing and completed operations, or using ISO form endorsement CG 20 26 (04-13) or equivalent for Facility Use Agreements. Neither additional insured provisions within an insurance policy form, nor blanket additional insured endorsements will be accepted in lieu of the endorsements specified herein.

3.2 Commercial Automobile Liability (CAL) Insurance

Contractor shall obtain and keep in force during the term of the Contract, a policy of CAL insurance coverage, providing bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles.

Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 9948 endorsement or equivalent if "Pollutants" are to be transported. CAL policies must provide limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage. Must use ISO form CA 0001 or equivalent.

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.

3.4 Employers' Liability (EL) (Stop-Gap) Insurance

Contractor shall maintain EL 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 (PLI) or Errors and Omissions (E&O)

Contractor and/or its subcontractor shall maintain PLI or E&O covering acts, errors and omissions arising out of the professional services under this contract. Such policy must provide minimum limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000). If the scope of such design-related professional services includes work related to pollution conditions, the PLI policy shall include Pollution Liability coverage. If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

3.6 Pollution Liability (PL) Insurance

Contractor shall procure and maintain a PL or Environmental Liability policy providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage City damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. This policy shall include Environmental Resource Damage coverage.



WS18-0246N CITY OF TACOMA INSURANCE REQUIREMENTS

Such insurance may be provided on an “occurrence” or “claims-made” basis. If such coverage is provided on a “claims-made” basis, the following additional conditions must be met:

- 3.6.1 The policy shall include coverage for Hazardous Substance Removal.
- 3.6.2 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.
- 3.6.3 The extended reporting period (tail) must be purchased to cover a minimum of six (6) years beyond completion of work.

3.7 Commercial Property (CP) Insurance

Contractor shall provide CP for loss or damage to any and all equipment owned by City while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO special form Causes of Loss form or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

3.8 Builder's Risk (BR) Insurance

Contractor shall maintain during the term of the Contract and until final acceptance of the work by City, a policy of BR insurance providing coverage for all-risk of physical injury to all structures to be constructed according to the Contract. City shall be included as a named insured (not named as additional insured) on the policy. BR insurance shall:

- 3.8.1 Be on an ISO special form Causes of Loss form or equivalent and shall insure against the perils flood, earthquake, theft, vandalism, malicious mischief, and collapse.
- 3.8.2 Include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site.
- 3.8.3 Be written in the amount of the completed value of the structures, with no coinsurance provisions exposure on the part of Contractor or City.
- 3.8.4 Have a deductible of no more than Five Thousand Dollars (\$5,000) for each occurrence, the payment of which will be the responsibility of Contractor. Any increased deductibles accepted by City will remain the responsibility of Contractor.
- 3.8.5 The policy shall contain a Waiver of Subrogation provision whereby each insured waives their subrogation rights to the extent the loss is covered by this insurance.
- 3.8.6 The policy shall grant permission to occupy, allowing the building or structure to be partially occupied prior to completion, without detrimental effect to the coverage provided.
- 3.8.7 The policy shall include coverage for the testing and startup of the building's operating systems.
- 3.8.8 The policy shall include coverage for City's loss of use or business interruption arising out of a covered loss which delays completion.
- 3.8.9 The policy shall include resultant damage coverage for loss due to faulty workmanship and defective material.

Contractor and City waive all rights against each other, their respective subcontractors, agents, and representatives for damages caused by fire or other perils to the extent covered by BR insurance or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

3.9 Other Insurance



WS18-0246N CITY OF TACOMA INSURANCE REQUIREMENTS

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. The costs of such necessary and appropriate insurance coverage shall be borne by Contractor.

4. **CONTRACTOR**

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.