

August 16, 2019

Addendum No.1

RFP No.19-0085

RFP for Bridge Design Services

Please make the following changes:

**1) Exhibit C
Currently Reads:**

1. The Design Professional must maintain the following insurance for the duration of the Agreement:

1.1 Commercial general liability insurance on account of bodily injury or death or destruction of property, whether real, personal, or mixed with minimum liability limits of:

General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Expense (Any One Person)	\$5,000

Coverage of the policy or policies must include contractual coverage for liability assumed by the Design Professional in the Agreement.

1.2 Automobile liability insurance covering owned, nonowned, and rented vehicles operated by the Design Professional with policy limits of not less than the following minimum limits:

Bodily Injury/Property Damage	\$1,000,000
Combined Single Limit (Each Accident)	
Medical Payment (Each Person)	\$5,000
Uninsured Motorist (Each Accident)	\$1,000,000
Underinsured Motorist (Each Accident)	\$1,000,000

1.3 Workers' compensation insurance at statutory limits and employers liability insurance with a policy limit of not less than \$1,000,000 bodily injury by accident each accident and \$1,000,000 bodily injury by disease each employee.

- 1.4 The Design Professional must maintain excess liability insurance in excess of the commercial general liability, employer's liability, and automobile liability with a general aggregate limit of \$3,000,000. The excess liability policy must follow form.
- 1.5 Professional liability insurance written on a claims-made basis with the limits of liability in amounts not less than Four Million Dollars (\$4,000,000) per claim and not less than Six Million Dollars (\$6,000,000) aggregate, insuring the Design Professional and all persons for whose acts the Design Professional may be liable, against any and all liabilities arising out of or in connection with negligent acts, errors, and omissions of any of the foregoing in connection with the carrying out of the professional responsibilities for the Project. The deductible may not exceed One Hundred Thousand Dollars (\$100,000). The Design Professional acknowledges the City may desire the Design Professional carry higher professional liability insurance limits. As a result, the City may require the Design Professional provide proof of higher limits or the City may purchase a City's protective professional insurance policy pursuant to paragraph 2 below.
 - 1.5.1 The Design Professional will obtain and deliver to the City from the Design Professional's professional liability insurance carrier written confirmation of claims against the Design Professional for the past three years and the resolution or outcome of said claims and the status of any pending claims.
2. The City may purchase, at its cost, a protective professional insurance policy under terms and conditions solely in the City's discretion (the "OPPI Policy"). In this event, the following will apply:
 - 2.1 The Design Professional will cooperate with and assist the City in obtaining the OPPI Policy by providing information requested by potential insurance carriers.
 - 2.2 If the City is not able or decides in its sole discretion to not obtain an OPPI Policy, then the City and the Design Professional agree to negotiate in good faith the provisions of Section 1.5.
3. The Design Professional may furnish these coverages under one policy or separate policies. The Design Professional must provide to the City certificates of insurance evidencing compliance with the requirements in this Exhibit B. The certificates must show the City and its elected and appointed officials, agents, officers, City Council members, employees, and consultants as additional insureds on the commercial general liability, automobile liability, employer's liability, and excess liability policies, and must provide such insurance is primary and any other insurance available to the City is in excess of and noncontributory to the insurance provided by the Design Professional. The Insurance Services Office's (ISO) CG 2010 10 01 and CG 2037

or an equivalent endorsement form is to be used for the commercial general liability policy providing additional insured status for completed operations.

4. All such insurance must be maintained with responsible insurance carriers legally permitted to do business in the state of South Dakota, having a Best rating of not less than A-X, and otherwise reasonably acceptable to the City. Upon the signing of the Standard Agreement Between Owner and Design Professional (Consensus Docs® 240, as modified) (the "Agreement"), the Design Professional must deposit with the City certificates of insurance evidencing the required insurance coverages, bearing notations or accompanied by other evidence satisfactory to the City of the payment of all premiums thereunder.
5. The Design Professional must not allow insurance policies required by the Agreement to lapse, be canceled, reduced in coverage, nonrenewed, or materially changed or have restrictive modifications added at any time. The Design Professional must provide to the City satisfactory evidence of the payment of the premium and the renewal of the policies.
6. The policies must not be canceled or nonrenewed until thirty (30) days after the City's receipt from the Design Professional's insurance agent or carrier of written notice thereof by certified or registered mail, return receipt requested, addressed to the City.
7. The representations (or the inaccuracies thereof) of the City, the Construction Manager, contractors, or any other authorized persons on the Project must not invalidate the policies.
8. The negligence, misrepresentations, or misconduct by the Design Professional must not invalidate the policies as to the City.
9. Insurance policies required by this Agreement must be kept in full force and effect for the following periods:
 - 9.1 Commercial general liability insurance, including completed operations coverage, and excess liability insurance must be kept in full force and effect until five years past substantial completion of the Project.
 - 9.2 Workers' compensation insurance and automobile liability insurance must be kept in full force and effect until receipt of final payment by the Design Professional hereunder.
 - 9.3 Professional liability insurance must be kept in full force for three years after substantial completion of the Project.
10. If the Design Professional fails to provide or keep in force insurance as required under the Agreement, the City may purchase or pay premiums for such insurance

on the Design Professional's behalf, and the Design Professional will be liable to and must indemnify the City for all of the City's costs related thereto, including attorneys' fees and costs incurred in collecting and enforcing this requirement.

11. The commercial general liability policy must be endorsed to provide the general aggregate applies separately to each project. ISO Endorsement CG2503 per project endorsement, or its equivalent, is to be used to satisfy this requirement.
12. The commercial general liability, automobile liability, excess liability, workers' compensation, and excess liability policies must be endorsed to provide a waiver of subrogation endorsement in favor of the City and its elected and appointed officials, agents, officers, City Council members, employees, and consultants.
13. The commercial general liability policy must be endorsed to provide primary and noncontributing coverage on the City's Project.
14. The automobile liability policy must state it provides primary coverage.
15. Compliance by the Design Professional with the insurance requirements of the Agreement will not relieve the Design Professional from liability for amounts in excess of the limits of insurance.
16. Upon the City's request, the Design Professional must furnish the City complete and certified copies of all policies required by the Agreement.
17. The Design Professional must cause its consultants to obtain and maintain all insurance required of the Design Professional, except for each consultant's professional liability insurance. Each consultant's professional liability insurance must be in an amount approved by the City.
18. All policies, except for the professional liability policy, must provide coverage on an occurrence basis, and must not be issued under a "claims-made" policy form or a "modified occurrence" policy form. If coverage is made on a claims-made form:
 - 18.1 The retroactive date must be shown and must be before the date of the Agreement and must be effective as of the date of the Agreement.
 - 18.2 If the coverage is canceled or nonrenewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, Design Professional must purchase "extended reporting" coverage for a minimum of five years after the last date Design Professional provides any services to City.

Replace With:

The firm shall secure the insurance specified below. All insurance secured by the firm under the provisions of this section shall be issued by insurance companies acceptable

to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.

2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.

3. Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

4. Professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by the contractor in the amount of \$2,000,000 each occurrence and \$2,000,000 annual aggregate. If occurrence form insurance is not available, claims made coverage shall be maintained for two years after final completion of the services. The City does not represent that the above coverages and limits are adequate to protect the contractor and assumes no responsibility therefor.

The firm will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The contractor agrees to hold the City harmless from any liability, including additional premium due because of the firm's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies, nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.