



# Oregon State University

## GILKEY HALL RENOVATION CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CMGC)

PROJECT NUMBER: 2127-21

**RFP #2022-007362**

### **ADDENDUM NO. ONE (1)**

ISSUE DATE: December 17, 2021

**CONTRACT ADMINISTRATOR:**

Matt Hausman, Construction Contracts Officer

**Construction Contracts Administration**

**Email:** [ConstructionContracts@oregonstate.edu](mailto:ConstructionContracts@oregonstate.edu)

This Addendum is hereby issued to inform you of the following revisions and or clarifications to the above-referenced RFP and/or the Contract Documents for the Project, to the extent they have been modified herein. Any conflict or inconsistency between this Addendum and the Solicitation Document or any previous addenda will be resolved in favor of this Addendum. Proposals shall conform to this Addendum. Unless specifically changed by this Addendum, all other requirements, terms and conditions of the Solicitation Document and or Contract Documents, and any previous addenda, remain unchanged and can be modified only in writing by OSU. The following changes are hereby made:

**SUPPLEMENTAL INFORMATION:**

Item 1 Included with this Addendum is a Revised Exhibit P – Insurance Requirements which shall replace Exhibit P from the original RFP.

MANDATORY SITE-VISIT:

Item 2 Attendees at the 12/16/2021 Mandatory Site Visit included representatives from the following firms:

GBC

Fortis Construction

Eagle Mountain Construction

Johnson Controls

Woodburn Construction

Swinerton

Seabold Construction

Pence Construction

Turner Construction

Lease Crutcher Lewis

END OF ADDENDUM NO. ONE (1)

**Exhibit P – REVISED ADDENDUM ONE (1)**

**Insurance Requirements**

See attached

## **INSURANCE REQUIREMENTS**

### **A. GENERAL.**

Contractor shall, and shall cause each Subcontractor to, maintain the insurance coverages set forth below:

1. **Commercial General Liability (CGL)**
  - \$2,000,000 Each Occurrence
  - \$4,000,000 General Aggregate – Per Project Aggregate
  - \$4,000,000 Products/Completed Operations Aggregate
  - \$2,000,000 Personal Injury
2. **Business Automobile**
  - \$1,000,000 Combined Single Limit
3. **Workers' Compensation/Employers' Liability (Stop Gap)**
  - Statutory Workers' Compensation – Coverage A
  - \$1,000,000            Each Accident
  - \$1,000,000            Disease – Policy Limits
  - \$1,000,000            Disease – Each Employee
4. **Contractors Pollution Liability**
  - \$5,000,000            Each Occurrence and General Aggregate
5. **Excess Umbrella Liability:**
  - For Contractor:
    - \$5,000,000 Each Occurrence/Annual General Aggregate

### **B. ADDITIONAL REQUIREMENTS.**

1. **Commercial General and Excess Umbrella Liability Insurance.**
  - a) CGL insurance shall be written on current ISO occurrence for CG 00 01 or its equivalent if Owner approves and shall cover liability arising from premises, operations, independent contractors, products-completed operations, death, bodily injury, property damage, personal injury and advertising injury and liability assumed under an insured contract. Excess Umbrella Insurance coverage shall be provided on a follow-form basis and Contractor shall be responsible for any gaps between underlying coverage and excess coverage for all policies required under the terms of this Agreement.
  - b) The Indemnitees shall be included as additional insureds under the CGL, excess umbrella liability and contractors pollution liability coverages. The additional insured coverage under the CGL shall be on current ISO additional insured endorsements CG 20 10 (07 04) and CG 20 37 (07 04) or substitutes providing equivalent coverage if Owner approves. Such insurance shall apply as primary insurance to the additional insureds.

**2. Completed Operations Liability Insurance.**

Completed operations coverage required by the Contract Documents shall be maintained for at least ten (10) years following Final Completion of the Work.

**3. Business Auto and Umbrella Liability Insurance.**

- a) Business Auto and Umbrella Liability Insurance shall cover liability arising out of any auto including owned, unowned, and hired.
- b) Business auto coverage shall be written on current ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or its equivalent if Owner approves.

**4. Railroad Protective Liability.**

- a) Where required by the railroad for construction or demolition activities, Subcontractors shall procure and maintain Railroad Protective Liability meeting the railroad's requirements.
- b) If the Work involves construction or demolition operations at or near railroad property the Subcontractors' CGL policies shall contain current ISO Form Endorsement CG 24 17 01 96 or substitute form providing equivalent coverage.

**5. General/Certificates of Insurance.**

- a) All insurance policies shall: (i) be written by insurance companies authorized to do business in the State of Oregon having a financial size of VII or higher and a rating of not less than "A- " in the latest version of Best's Insurance Guide and (ii) not be suspended, canceled, or altered except after thirty (30) days' prior written notice to Owner by certified mail, return receipt requested.
- b) Prior to commencement of any applicable Work, Contractor shall file with Owner certificates of insurance evidencing the required insurance is in effect. At Owner's request, Contractor shall deliver to Owner the actual insurance policies and any endorsements or riders. The endorsements and riders shall include cross-claim and severability of interests endorsements.

**6. Deductibles.**

- a) CGL and Workers' Compensation/Employer's Liability (Stop Gap) policies shall not include a deductible or self-insured retention of more than [\$200,000] per claim.

**C. BUILDERS' RISK INSURANCE – Completed Value Basis.**

- 1. Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders' Risk Insurance in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis without optional deductibles. The earthquake and flood insurance sub-limits will be equal to the maximum probable loss.
- 2. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being

transported to the construction installation site, or awaiting installation, whether on or off site.

3. Such Builders' Risk Insurance shall 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 has been made or until no person or entity other than the OSU has insurable interest in the property to be covered, whichever is later.
4. The Builders' Risk insurance shall include the Owner, the Contractor, subcontractors and sub-tier contractors in the Project as named insureds on the policy, and shall include a waiver of subrogation provision in favor of all parties.
5. The Builders' Risk Coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal including demolition, increased cost of construction, architect's fees and expenses, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, piling including the ground on which the structure rests and excavation, backfilling, filling, and grading.
6. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy.
7. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).
8. The Builders' Risk shall include loss of use due to delays in project completion caused by covered peril losses to the Project, including loss of income and rents and soft costs.
9. The deductible shall not exceed \$50,000 for physical damage and shall be the responsibility of the Contractor. The deductible shall be paid by the Contractor if the Contractor is negligent. The earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is greater.
10. OSU shall be provided with a certificate of insurance, as well as a copy of the policy.
11. The Contractor shall be responsible for the payment of premium, giving or receiving notice of cancellation; and requesting amendments to this policy and accepting amendments to this policy made by the company.
12. OSU reserves the right, but not the obligation, to purchase the Builder's Risk insurance policy.

**D. SUBCONTRACTOR DEFAULT INSURANCE.**

1. Subject to the terms of the Agreement, and if permitted by the Agreement, including but not limited to Section 8.3.2 of the General Conditions, Contractor may place and maintain subcontractor default insurance.
2. The premium cost of any subcontractor default insurance policy permitted and chargeable to Owner as Cost of the Work shall be limited in accordance with Section 7.5.14 of the Agreement.