



Oregon State University

REQUEST FOR PROPOSAL (RFP) #2025-018213

FIELD SPORTS BUILDING CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CMGC) SERVICES

ADDENDUM NO. TWO (2)

ISSUE DATE: March 12, 2025

CONTRACT ADMINISTRATOR:

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Construction Contracts Administration

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This Addendum is hereby issued to inform you of revisions and or clarifications to the above-referenced Solicitation 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:

CMGC AGREEMENT:

Item 1 Included with this addendum is an updated Exhibit F – Insurance which shall replace Exhibit F in the original RFP.

END OF ADDENDUM NO. 1

Exhibit F - REVISED ADDENDUM 2

Insurance

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)

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 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

For Contractor and abatement Subcontractor(s):

\$1,000,000 Each Occurrence and General Aggregate

For Subcontractors using hazardous materials or pollutants:

\$1,000,000 Each Occurrence and General Aggregate

5. Excess Umbrella Liability:

For Contractor:

\$5,000,000 Each Occurrence/Annual General Aggregate

For Subcontractors, unless a higher limit is set by Subcontract:

Where the Subcontract Sum is \$500,000 or less, \$1,000,000 Each Occurrence/Annual General Aggregate

Where the Subcontract Sum is over \$500,000 but not more than \$2,000,000, \$2,000,000 Each Occurrence/Annual General Aggregate

Where the Subcontract Sum is over \$2,000,000 \$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.
- c) Insurance carried by Contractor under this Exhibit shall be primary and non-contributory.

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.
- c) If the Contractor will transport any hazardous per regulated substances, the Contractor's Auto Liability coverage shall include CA 9948 and MSC-90 endorsements (or their equivalents) to provide to provide coverage for claims resulting in bodily injury, property damage or cleanup costs associated with a pollution condition from transported cargo.

4. Railroad Protective Liability.

- a) Where required by the railroad for construction or demolition activities, 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 required CGL policies shall contain current ISO Form Endorsement CG 24 17 01 96 or substitute form providing equivalent coverage.
- c) If the Work involves construction or demolition operations at or near railroad property the require Auto Liability policies shall contain current ISO Form Endorsement CA 20 70 10 01 or substitute form providing equivalent coverage.

5. General/Certificates of Insurance.

- a) All policies of insurance must be written by companies having an A.M. Best rating of no less than "A-VII", or equivalent. Owner may, upon thirty (30) days written notice to Contractor, require Contractor to change any carrier whose rating drops below an "A-VII" rating. Eligible insurers include admitted insurers that have been issued a

certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval the Owner.

- b) If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, or if Contractor exhausts 50% or more of the aggregate limit of any required policy, Contractor agrees to notify Owner in writing within five (5) business days with a copy of the non-renewal or cancellation notice, written specifics as to which coverage is no longer in compliance, or notice of depletion of 50% or more of a policy aggregate. When notified by Owner, the Contractor agrees to stop Work until all required insurance is confirmed in effect. Any failure to comply with the reporting provisions of this insurance, shall not alter the Contractor's obligations.
- c) 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.

7. Professional Liability Insurance.

- a) Contractor shall maintain professional liability insurance for claims arising from any professional services Contractor and its Subcontractors perform on the Project. The professional liability insurance shall be maintained throughout the Project and for a period of not less than eight (8) years after Final Completion of the Work. Contractor's consultants and contractors working on Contractor's behalf shall maintain professional liability insurance with limits customary for the scope and character of the professional services performed.
- b) Minimum Limits:
 - a. \$1,000,000 Each Claim
 - b. \$1,000,000 General Aggregate

C. BUILDERS' RISK INSURANCE.

- 1. Builders' Risk Insurance – Completed Value Basis. 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, less design costs if the Project is a Design-Build, 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, temporary storage, 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. The Builder's Risk Policy shall remain in force until final payment has been made on the project by OSU.
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. Controlled Insurance Program

1. Owner reserves the right to furnish for the benefit of the Project, the Site, and all Persons performing Work, an Owner-Controlled Insurance Program (an "OCIP") to provide some or all of the following required coverages; Workers' Compensation, General Liability, Excess Liability, and/or, Pollution Liability insurance, subject to the required coverages and according to the limits set forth in this Exhibit. Contractor and Subcontractors shall furnish and keep in force all other insurance required of them in this Exhibit. All Persons covered by the OCIP shall comply with the administrative and reporting requirements set forth in this Exhibit and required of Owner for the benefit of the OCIP.
2. At Owner's sole discretion, Owner may approve Contractor's use of a Contractor-Controlled Insurance Program (CCIP) to meet some or all of this Exhibit's requirements. In the event Contractor provides any of the required insurance through a CCIP, Contractor shall deliver to Owner for review and approval a copy of the CCIP policy upon Owner's request.

E. SUBCONTRACTOR DEFAULT INSURANCE.

1. Subject to the terms of the Agreement, and if permitted by the Agreement, including but not limited to 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 the Agreement.