

REGAN YOUNG ENGLAND BUTERA

REFERENDUMS • ENGINEERING • ARCHITECTURE • DESIGN

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ADDENDUM - 01

DATE: 04 April 2023

FROM: Scott England, AIA

VIA: Facsimile

SUBJECT:

ADDENDUM #1

2023 Sitework Improvements-Lindenwold High School, Administrative Building, and School #4
RYEB Project #5713D

This addendum is issued to clarify, correct or supplement the Documents as originally issued and will become a part of the Contract. Receipt thereof shall be acknowledged by Bidders in space provided in the Form of Bid. Failure to acknowledge this Addendum on the official Form of Bid may be cause for rejection of Bid.

1.01. **Deletion: Section 012200 – Unit Prices:** Delete all references to this specification section.

1.02. **Clarification: Summer School & Site Access:** The Contractor must maintain provisions for site access for emergency vehicles at all times.

The Contractor must maintain provisions for a clear and safe site egress for staff and busses during Summer School and at all times for emergency access:

1. High School Summer School Schedule: July 05-August 03.
2. School #4 Summer School Schedule: July 05-August 03.

1.03 **Amendment:** Delete original specification section 003113, CONTRACTOR INSURANCE REQUIREMENTS, consisting of three pages.

Replace with the attached specification section 003113, CONTRACTOR INSURANCE REQUIREMENTS, consisting of four pages total.

1.03. **Clarification:** This Project is budgeted in the Lindenwold BOE fiscal year 2024, that starts on 01 July 2023. The Contractor cannot submit requests for payment for this job until after 30 June 2023, and the first invoice to be paid at the July 2023 Board meeting.

ATTACHMENTS:

1. Specification Section 003113, CONTRACTOR INSURANCE REQUIREMENTS, consisting of four pages total.

Including this page, Addendum 01 consists of (05) page(s).

END OF ADDENDUM 01

DOCUMENT 003113 – CONTRACTOR INSURANCE REQUIREMENTS

1.1 CONTRACTOR INSURANCE REQUIREMENTS

- A. Contractors shall refer to Article 11, Insurance and Bonds, published in the AIA Document **A201** General Conditions of the Contract for Construction for additional insurance and bond requirements.

Contractor's Insurance

The Contractor and Contractor's subcontractors shall have in place the following insurance coverage which will insure against claims which may arise out of or result from the business operations under the Contract and for which the Contractor may be legally liable. All required insurance coverage must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the Lindenwold Board of Education. Insurance shall be written for not less than the limits specified below or required by law, whichever may be greater. The Contractor shall not commence work under this contract until it has obtained the insurance required under this section.

Commercial General Liability insurance or its equivalent for bodily injury, personal and advertising injury and property damage including loss of use, with minimum limits of:

\$2,000,000 each occurrence;
\$2,000,000 personal and advertising injury;
\$4,000,000 general aggregate per project;
\$4,000,000 products/completed operations aggregate;

This insurance shall include:

- Liability arising from premises operations;
- Liability arising from the actions of independent contractors;
- Liability arising from products and ongoing & completed operations with such coverage to be maintained for two (2) years after completion of the work;
- Blanket contractual liability including protection for the Contractor from bodily injury and/or property damage claims arising out of liability assumed under this Contract.
- Explosion, Collapse and Underground Property Coverage

Business Automobile Liability insurance or its equivalent including applicable No-Fault coverage, with limits of liability not less than \$2,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Workers' Compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including "other states" coverage: **Employer's Liability** insurance with minimum limits of:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease; and
\$1,000,000 policy limit for bodily injury by disease

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Umbrella Liability insurance or its equivalent with a minimum limit of \$8,000,000 per occurrence/annual aggregate. Coverage shall follow form over the general liability, automobile liability and workers' compensation coverages.

~~Builder's Risk Insurance: The Contractor shall provide Builder's Risk Insurance for all risk of physical loss or damage to the property described hereunder in an amount equal to the Total Project Value; excepting excavations, foundations and other structures customarily excluded by such insurance. The Policy shall name the Lindenwold Board of Education as loss payee as their interests may appear on a primary and non-contributory basis. The Builders Risk Policy is to include coverage for the perils of Earthquake, Flood, Full Windstorm, Equipment Breakdown and Theft (excluding employee theft), contain an endorsement allowing permission to occupy and include coverage for both transit and offsite storage. The policy is also to include all contractors, subcontractors, and sub-subcontractors as well as the Lindenwold Board of Education as Additional Named Insureds on a primary and non-contributory basis. The contractor and all subcontractors are responsible for all policy deductibles and uninsured or underinsured losses.~~

~~Installation Floater: The Contractor shall maintain an Installation Floater with a limit of not less than \$1,000,000.~~

Contractor's Pollution Liability insurance or its equivalent with limits of liability not less than \$1,000,000 per occurrence/\$5,000,000 policy aggregate.

The Lindenwold Board of Education, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers; Regan Young England Butera, P.C. (including consultants), shall be added as additional insured on the general liability, automobile liability and umbrella liability policies with respect to work performed by the insured and on the pollution liability policy if the coverage is not included in the GL policy.

A copy of the additional insured endorsement(s) must be attached to the certificate.

Coverage shall be primary to the additional insureds and shall not be contributing with any other insurance or similar protection available to the additional insureds, whether other available insurance be primary, contributing or excess.

Waiver of Subrogation: Contractor hereby grants to the Lindenwold Board of Education a waiver of any right to subrogation which any insurer or contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

SUBCONTRACTORS: Contractor shall require and verify that all subcontractors maintain insurance meeting all the following requirements:

Commercial General Liability insurance or its equivalent for bodily injury, personal and advertising injury and property damage including loss of use, with minimum limits of:

- \$1,000,000 each occurrence;
- \$1,000,000 personal and advertising injury;
- \$2,000,000 general aggregate per project;
- \$2,000,000 products/completed operations aggregate;

This insurance shall include:

- Liability arising from premises operations;
- Liability arising from the actions of independent contractors;
- Liability arising from products and ongoing & completed operations with such coverage to be maintained for two (2) years after completion of the work;
- Blanket contractual liability including protection for the Contractor from bodily injury and/or property damage claims arising out of liability assumed under this Contract.
- Explosion, Collapse and Underground Property Coverage

Business Automobile Liability insurance or its equivalent including applicable No-Fault coverage, with limits of liability not less than \$1,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Workers' Compensation insurance or its equivalent with statutory benefits as required by any State or Federal law, including "other states" coverage: **Employer's Liability** insurance with minimum limits of:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease; and
\$1,000,000 policy limit for bodily injury by disease

Umbrella Liability insurance or its equivalent with a minimum limit of \$4,000,000 per occurrence/annual aggregate. Coverage shall follow form over the general liability, automobile liability and workers' compensation coverages.

Pollution Liability insurance or its equivalent with limits of liability not less than \$1,000,000 per occurrence/\$5,000,000 policy aggregate (if applicable).

Indemnification: To the fullest extent permitted by law, the contractor/subcontractor agrees to defend, indemnify and hold harmless, the owner, the Architect, and Architect's sub-consultants, and any other party whom the contractor/lessee has agreed to defend, indemnify and hold harmless, as well as each of their officers, directors, partners, agents, servants, employees, successors and assigns ("indemnitees") from and against any and all claims, damages, losses, costs, and expenses of any kind, including but not limited to attorney's fees, incurred by reason of any liability for damage because of bodily injury, including death resulting from such injuries, or property damage to real personal property of any kind whatsoever, sustained by any person or persons, whether employees of the contractor/subcontractor or otherwise, resulting from, arising out of or occurring in connection with the performance of the work provided for in this contract, together with any change orders or additions to the work included in the contract.

The contractor/subcontractor agrees that the obligation to defend, indemnify and hold harmless, as described above, specifically includes the obligation to defend, indemnify and hold harmless the indemnitees for the indemnitees' own negligence or fault, excepting from the foregoing the sole negligence or fault or any indemnitees if prohibited by law.

The contractor/subcontractor agrees that the obligation to defend commences when the claim is made against the indemnitee, even if the contractor/subcontractor disputes its obligation to indemnify and hold

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harmless. The defense shall be provided through counsel chosen by the indemnitee and the contractor/subcontractor agrees to pay for the defense of the indemnitee upon demand.

The obligation to defend, indemnify, and hold harmless, as described above, survives completion or acceptance of the work. This indemnification clause supersedes any other indemnification clause in the contract documents, including those that are incorporated by reference, that conflict with it in any way. The contractor also agrees to contractually bind its subcontractors (if any) to defend, indemnify and hold harmless the indemnitees to the same extent as the contractor/subcontractor is obligated. This indemnification clause, irrespective of any other choice of law provision, shall be interpreted according to New Jersey state law.

The Contractor shall provide the Lindenwold Board of Education at the time the contract is returned to them for execution, Certificate(s) of Insurance evidencing such required coverages. A copy of the General Liability Additional Insured Endorsement shall be attached to the certificate.

Coverage required under this Agreement shall not be canceled or non-renewed without 30 days prior written notice from contractor to the Lindenwold Board of Education, except where cancellation is for non-payment of premium, then 10 days' prior notice shall be given.

Contractor shall provide the Lindenwold Board of Education at the time the contract is returned to them for execution, Certificate(s) of Insurance and endorsements evidencing such required coverages. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal Certificate(s) to the Lindenwold Board of Education at least ten (10) days prior to the expiration date.

END OF DOCUMENT 003113