

**ADDENDUM# 2
TAX OFFICE RENOVATIONS**

Bid # 6073F

June 15, 2009

Dear Vendors:

The Contract Bidding Documents pursuant to Bid # 6073F are hereby revised as follows:

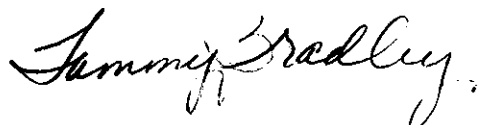
The bid opening date has changed. The new bid opening date is:

Wednesday, June 17, 2009 at 2:30 PM

The awarded contractor shall provide insurance per the attached insurance exhibit.

Thank you for your patience, time and consideration.

Sincerely,




Tammy Bradley, CPM, C.P.P.B.
Sr. Buyer

Attachments

C: Joe Mercieri, Capital Projects Manager



TOWN OF WEST HARTFORD 50 SOUTH MAIN STREET
TOWN OF WEST HARTFORD, CT 06107-2431
(860) 561-7470 FAX: 561-7492

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INSURANCE EXHIBIT "A"

CONTRACTORS

The Contractor shall procure insurance coverage against claims that may arise from, or in connection with the performance of the Contractor's duties pursuant to this contract. The insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. The Contractor shall pay the cost of such insurance.

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance:

The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the Town from additional limits and coverage provided under the Contractor's policies.

1) Comprehensive General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

2) Automobile Liability and Physical Damage Coverage:

\$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

3) Umbrella Liability:

\$1,000,000 per occurrence.

4) Workers' Compensation:

Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Connecticut.

Coverage B / Employer's Liability: limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

5) Personal Property:

"All risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

B. Acceptability of Insurers:

The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Risk Manager.

C. Subcontractors:

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

D. Waiver of Subrogation:

The Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Town.

E. Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Town thirty (30) days prior to each expiration.

F. Aggregate Limits:

Any aggregate limits must be declared to the Town. It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

G. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

H. Notice of Cancellation or Nonrenewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Town. Ten (10) days notice shall be given for non-payment of premium.

I. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1) **Liability Coverage's**

- a) **The Town of West Hartford, West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions are to be named as additional insureds** with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.
- b) The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.
- c) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

J. Verification of Coverage:

The Contractor shall furnish the Town with certificates of insurance confirming the coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to: Town of West Hartford, Risk Management Division, 50 South Main Street, West Hartford, Connecticut 06107.

K. Failure to Purchase or Maintain Insurance:

If the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs properly attributable thereto.

Initials/ Contractor

Date

Initials/ Town of West Hartford

Date

(To be used unless Contract provides substitute)

The undersigned, hereinafter referred to as the Contractor, in accepting orders of and performing work for and/or in the Town of West Hartford, West Hartford Board of Education, and its respective officers, agents and employees, named in the certificate on the reverse side hereof, from the date entered hereon until _____ 20_____, agrees that he will indemnify and save harmless the said Town of West Hartford, West Hartford Board of Education, and its respective officers, agents and employees, named as a codefendant in any claim or suit, and their respective officers, agents, and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, employees or agents of the Town of West Hartford, West Hartford Board of Education, and their respective officers, agents and employees, or of the Contractor, or of any subcontractor or materialman, and from injuries (including death) sustained by, or alleged to have been sustained by the public, any or all persons on or near the work, or by any other person, or damage to property, real or personal (including property of the Town of West Hartford, West Hartford Board of Education, and their respective officers, agents, and employees) caused in whole or in part by the acts or omission of the Contractor or any subcontractor or materialman or anyone directly or indirectly employed by them while engaged in the performance of any work for and/or in the Town of West Hartford, West Hartford Board of Education, and its respective officers, agents and employees, and during any maintenance period specified in the contract permit or agreement and the Contractor agrees he will maintain insurance as required hereon. The existence of insurance shall in no way limit the liability of the Contractor as outlined, above.

The Contractor is indemnifying and saving harmless the United States Government and the State of Connecticut in addition to the Town of West Hartford, West Hartford Board of Education, in all respects aforementioned without exception.

Contractor

Name

Date