

TOWN OF SIMSBURY

DEPARTMENT OF PUBLIC WORKS
933 HOPMEADOW STREET
SIMSBURY, CT 06070

INVITATION TO BID

FOR

SALT SHED BUILDING

ADDENDUM 2

The information provided in this Addendum is intended to supplement and clarify the existing information in the Invitation to Bid and is not to replace any part of the specification unless clearly indicated as such.

- Bid due date has been changed to June 12, 2015 at 10:00 a.m.
- Remove and replace the following paragraph found in Section II Specifications, General Conditions:

Remove: "Building is to be engineered to meet 2015 ICC Building Code Requirements to 35#psf ground snow load and 100 mph, 3 sec gust, Roughness Category B and Exposure C."

Replace with: "Building is to be engineered to meet current IBC Building Code Requirements: 30 psf ground snow load and 100 mph, 3 sec gust, Roughness Category B and Exposure C."
- Replace all insurance requirements listed in the Invitation To Bid, with the attached insurance requirements.
- Submit the attached Hold Harmless and Indemnification Agreement with the Bid Submission.

All bids are due June 12, 2015 10:00 a.m. in the Finance Department, of Town Hall, 933Hopmeadow Street, Simsbury, CT 06070.

Issued June 8, 2015
End

INSURANCE REQUIREMENTS:

SALT SHED BUILDING ADDENDUM 2

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute & \$100,000 employers liability limit.

- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
 - Injury or death of one person: \$2,000,000
 - Injury to more than one person in a single accident: \$1,000,000
 - Property damage in one accident: \$1,000,000
 - Property damage in all accidents: \$2,000,000

- C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
 - Injury or death of one person: \$1,000,000
 - Injury to more than one person in a single accident: \$1,000,000
 - Property damage in one accident: \$1,000,000
 - Property damage in all accidents: \$1,000,000

Insurance under B, and C above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the

Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Hold-Harmless and Indemnification Agreement

The Contractor shall fully indemnify, defend and hold harmless the Town of Simsbury and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of the Town of Simsbury or any of their officers, employees, agents, servants and volunteers. This obligation shall further apply to:

1. actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the contractor is in privity of oral or written contract (collectively "Contractor Parties");
2. liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
3. all damages losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

The Contractor hereby covenants and agrees that the Town of Simsbury shall be endorsed on the Contractor's policies of insurance as additional insured.

The Contractor hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as defined on Exhibit A attached hereto containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town of Simsbury or any of its officers, employees, agents, servants and volunteers.

The Contractor hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the Town/City and/or Board of Education is excess.

The Contractor's insurance carrier will waive all rights of subrogation against the Town/City and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers.

The Contractor hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

Contractor Authorized Representative

Date

Telephone (860) 658-3200
Facsimile (860) 658-9467

www.simsbury-ct.gov

An Equal Opportunity Employer
8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Friday