

**ADDENDUM #1 TO
TOWN OF CLINTON
TOWN HALL
FLOORING REPLACEMENT PROJECT
APRIL 16, 2024**

NOTE: This Addendum forms a part of the contract documents. Acknowledge receipt of this addendum in the appropriate location on the bid.

INSTRUCTIONS TO BIDDERS

Item 2. SCOPE OF WORK (Page 4 of 141 of the Bid Manual)

Delete:

- "removal of existing flooring"

Insert

- "preparation of existing flooring to receive cast underlayment and new flooring"

SCHEMATIC DRAWING (Page 134 of 141 of the Bid Manual)

Delete:

- "ARE WHER THE FLOORING WILL BE REMOVED AND REPLACED"

Insert

- "AREAS WHERE THE EXISTING FLOORING WILL BE REPAIRED TO RECEIVE CAST UNDERLAYMENT AND NEW FLOORING"

AFTER PREVAILING WAGE RATES (Page 133 of 141)

Insert

- Town of Clinton Independent Contractor Insurance and Indemnification Requirements (Document Attached)

END OF ADDENDUM #1

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Insurance and Indemnification Requirements for Independent Contractors/Sub-Contractors
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The CONTRACTOR shall maintain at a minimum the following insurance giving evidence of same to the TOWN on the Acord form of Certificates of Insurance, Acord Form 855 – New York Construction Certificate of Liability Insurance Addendum; copy of the Additional Insured Endorsements; provide 30 days’ notice of cancellation, non-renewal or material change. C105.1 form or State Insurance Fund Certificate or Self-Insured SI-12 for Workers Compensation and DB120.1 Certificate for NYS Disability. The insurance coverage limits set forth in Schedule below are minimum coverage requirements, not limitations of liability. New York State licensed admitted carrier is preferred; any non-licensed/non-admitted carriers will be accepted at Town of Clinton’s discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance and indemnification requirements.

Certificate Holder for all policies: **Town of Clinton**
1215 Centre Road
Rhinebeck, NY 12572

Description Box to read:

Town of Clinton, all elected and appointed officials, employees and volunteers of the Town, are included as additional insureds per the General Liability including Contractual Liability and Products and Completed Operations, Automobile Liability and Excess Liability. Insurance Coverage is to be primary and non-contributory to any insurance carried by any additional insured. Waiver of Subrogation is included on the Workers Compensation and General Liability in favor of the Additional Insureds.

I. Workers Compensation

Coverage	Statutory
Extensions	Voluntary Compensation
	Employers Liability – Unlimited in the State of New York
	Waiver of Subrogation in favor of Town of Clinton

II. New York State Disability and Paid Family Leave

Coverage	Statutory New York State Benefits
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III. Commercial General Liability

Coverage and Limits	Occurrence – ISO Form CG2001 10-01 or Equivalent
	General Aggregate \$2,000,000
	Products & Completed Operations \$2,000,000
	Personal & Advertising Injury \$1,000,000
	Per Occurrence Limit \$1,000,000
	Damage to Premises Rented To You \$ 100,000
	Medical Expense \$ 5,000

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III. Commercial General Liability - continued

Additional Insured **Town of Clinton, all elected and appointed officials, employees and volunteers, using ISO Form CG2026 or equivalent including products and completed operations coverage ISO Form CG2037 or equivalent. Additional Insured coverage on a primary and non-contributory basis.**

Extensions – Mandatory

- Aggregate Limits to apply per project.
- Full Contractual Liability extending to Hold Harmless Agreement.
- Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.
- The general liability is to be primary and non-contributory to any insurance carried by any additional insured.
- The general liability must not include any exclusion, limitation or restriction pertaining to interior or exterior work height; “action over” type claims; or “injury to employee or subcontractor” exclusions, nor any exclusions for Claims that fall within the Purview of New York Labor Law Sections 200, 240 & 241.
- Waiver of Subrogation in favor of all additional insureds.
- Coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third party liability claims for bodily injury, property damage and clean-up costs, if applicable.

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IV. Pollution Liability: If contract involves environmentally regulated substances or hazardous material exposure(s) and/or the disposal of waste or other hazardous substance from the worksite, the contractor shall maintain Contractor's Pollution Liability including Pollution Legal Liability insurance in the amount of at least \$5,000,000. per occurrence for 3rd party liability and clean-up. This coverage is to remain in effect for a minimum of (5) five years following the completion of work. If written on a claims made basis, the retroactive date must pre-date the inception of the contract or agreement

V. Automobile Insurance

Limit

\$1,000,000. Combined Single Limit

Additional Insured

Town of Clinton, all elected and appointed officials, employees and volunteers, engineers, appointed professionals and consultants on a primary and non-contributory basis.

The automobile liability is to be primary and non-contributory to any insurance carried by any additional insured.

VI. Umbrella Liability

Coverage

Umbrella Form or Excess Follow Form of primary general liability and auto liability

Limit

\$5,000,000.

Additional Insured

Town of Clinton, all elected and appointed officials, employees and volunteers, engineers, appointed professionals and consultants on a primary and non-contributory basis.

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INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The INDEPENDENT CONTRACTOR/VENDOR shall indemnify, hold harmless and defend the **Town of Clinton**, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the INDEPENDENT CONTRACTOR/VENDOR or its subcontractors and/or agents, on account of personal injury, death or property loss to the **Town of Clinton**, its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of **Town of Clinton**. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract, for strict liability or other liability without fault, under statute, rule, regulation or order, and otherwise.

The indemnification provided by this Agreement shall be a continuing right to indemnification and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the ___ day of _____, 20__.

Witness

INDEPENDENT CONTRACTOR/VENDOR

Signature

Address

Date

Signature

Print Name

(Please Print Name and Title)