



This addendum forms a part of the Request for Proposal and modifies the original Documents dated **September 4, 2024** as noted below. Acknowledge receipt of this addendum in the space provided on Attachment B – Certifications / Residency Form. Failure to do so may subject the Proposer to disqualification.

**REVISION TO ATTACHMENT D- INSURANCE REQUIREMENTS**

Disregard **original** Attachment D- Insurance Requirements (found as Exhibit B following the Draft of AIA A133-2019) and replace with **attached Attachment D-Insurance Requirements in its entirety.**

**PRE-PROPOSAL MEETING SIGN IN SHEET**

Please review the attached sign in sheet; if corrections are required please send them to [courtney.fastenau@hmkco.org](mailto:courtney.fastenau@hmkco.org)

**END OF ADDENDUM 1**

ADDENDUM 1

**ATTACHMENT D  
INSURANCE REQUIREMENTS**

Contractor will at all times specified herein, and prior to any entry onto the job site, provide and maintain for itself and require the Subcontractors to provide and maintain the following types and the following minimum limits of insurance written on an occurrence basis by a company or companies rated A/IX or better in the most recent edition of "Best's Insurance Guide" (or such lesser rating as may be approved by Owner in writing) and authorized to do business in the state where the Project is located. Continued compliance with these requirements is a condition precedent to payment.

**A. Workers' Compensation and Employer's Liability:**

- (i) Workers Compensation, with limits as required by applicable law.
- (ii) Employers Liability:
  - \$1,000,000 Each Accident
  - \$1,000,000 Disease, Policy Limit
  - \$1,000,000 Disease, Each Employee

Coverage will be carried for the duration of the applicable statute of repose or for ten (10) years after Final Completion, whichever is longer.

**B. Commercial General Liability (Occurrence Form):**

- (i) Combined Bodily Injury and Property Damage:
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Personal and Advertising Injury
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$300,000 Fire Damage Legal Liability
  - \$10,000 Medical Expenses Per Person
- (ii) The scope of coverage must meet the following:
  - (1) Premises Operations must be included.
  - (2) Elevators and Escalators must be included.
  - (3) Coverage for Independent Contractors and work performed on Contractor's behalf by Subcontractors must be included.
  - (4) Contractual Liabilities must be included (including the contract obligations specified in the indemnification paragraph(s) of the Contract)
  - (5) The Products and Completed Operations Insurance will be maintained for the duration of the applicable statute of repose or for ten (10) years after Final Completion, whichever is longer.
  - (6) There can be no exclusions for subsidence, collapse, explosion or underground property damage.
  - (7) There can be no insured vs. insured cross-suit exclusion. The policies will provide for cross-liability coverage as would be achieved under the standard Insurance Services Office "separation of insureds" clause.
  - (8) The limits will not be eroded or wasted by defense costs.
  - (9) The policy will be endorsed to be primary and non-contributory with any insurance maintained by Owner, its affiliates, subsidiaries, members, directors, officers, employees and agents. (This endorsement must be shown on the insurance certificate provided to Contractor)
  - (10) Maximum deductible will be \$10,000. Contractor shall pay all deductibles without reimbursement from Owner.
  - (11) Contractor will secure Pollution Liability coverage with limits not less than \$1,000,000 per occurrence. Contractor's Pollution Liability coverage will include insurance covering the

Contractor's liability for a third-party bodily injury and property damage arising from pollution conditions caused by the Contractor while performing operations under the contract. The insurance coverage also shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be expressly accepted, in writing, by the Owner. The insurance coverage shall also respond to cleanup cost. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract.

**C. Commercial Business Auto:**

- (i) Combined Bodily Injury and Property Damage  
\$1,000,000 Each Accident
- (ii) The following coverages must be included:
  - (1) Owned Automobiles
  - (2) Non-Owned and Hired Automobiles

Will be maintained for the duration of the applicable statute of repose or for ten (10) years after Final Completion, whichever is longer.

**D. Excess/Umbrella Liability Coverage:**

- (i) \$10,000,000 Each Occurrence
- (ii) \$10,000,000 Aggregate
- (iii) Coverage will be at least as broad as all liability policies described above.
- (iv) Coverage will be carried for the duration of the applicable statute of repose or for ten (10) years after Final Completion, whichever is longer.
- (v) The policy must provide that coverage will be triggered by exhaustion of the General Liability, Commercial Business Auto, Employer's Liability policies above only and not any other policies; exhaustion of the applicable policies above will be achieved by reasonable compromise for amounts less than the full limits of such applicable policies.

**E. Professional Liability Insurance.** Covering performance of professional services by the Contractor or any Subcontractor or professional firm at any tier (e.g. for bidder-design or design-build components), whether or not performed by a licensed architect or engineer, with policy limits of not less than (\$1,000,000) per claim and (\$2,000,000) in the aggregate.

**F. Certificates and Certified Copies of Policies.** Certificates of insurance for Contractor's and Subcontractors' insurance along with copies of all endorsements necessary to evidence compliance with all insurance requirements shall be filed with Owner and must be acceptable to Owner prior to commencement of the Work. For those insurance coverages that are required to remain in force after Final Completion, additional certificate evidencing continuation of such coverage will be submitted as part of the application for final payment and upon each annual renewal for the duration of coverage required. Upon Owner's request at any time, Contractor will immediately provide an actual certified copy of its and any subcontractor's insurance policies. Provision of the certificates and copies of policies as required herein will be a condition precedent to payment.

**G. Notice of Cancellation, Reduction or Expiration.** The insurance policies required by this Exhibit will be endorsed to include a covenant that coverages or limits afforded under the policies will not be canceled, reduced or allowed to expire until at least 30 days' prior written notice has been given to Owner. In addition, Contractor and subcontractors will give immediate written notice to Owner immediately upon learning that their coverages may be cancelled, reduced or their limits impaired by claims. Information concerning cancellation or reduction of limits on account of claims paid or to be paid will be furnished by the Contractor to Owner not more than three (3) business days of

when Contractor learns that revised or reduced limits are likely. When Contractor becomes aware of cancellation, expiration or reduction in coverage or available limits, Contractor within ten (10) business days will procure other policies of insurance that meet all requirements of this Exhibit.

- H. Owner's Right to Terminate or Cure.** Failure of Contractor or a Subcontractor to secure and maintain insurance with the coverages and limits required by this Exhibit will be a material breach of the Contract entitling Owner, in its discretion and without waiving any other remedies, to (i) withhold payments or recoup payments already made to Contractor for work on the Project, (ii) terminate the Contractor for cause, and (iii) purchase any additional insurance it deems reasonable necessary to protect itself at the expense of the Contractor. Contractor consents to Owner procuring replacement insurance in Contractor's name and will cooperate in all respects with Owner's efforts in procuring additional or replacement insurance. Owner will have the discretion to purchase an Owner's protective policy or other similar policy that affords to Owner coverages and limits providing reasonably equivalent protections as Owner would have received if Contractor and Subcontractors maintained the insurance required by this Exhibit. Owner's costs incurred in finding replacement insurance or an Owner's protective policy will either be reimbursed directly by Contractor or may be offset against amounts owed by Owner to Contractor on the Project or other projects. These requirements will remain enforceable for the duration of the applicable statute of repose or for ten (10) years after Final Completion, whichever is longer.
- I. Insurance in Excess of Requirements.** In the event Contractor or any Subcontractor(s) purchase insurance in excess of the coverages or limits required under this Exhibit, such excess coverages or limits will apply to the Project and inure to the benefit of Owner.
- J. No Waiver by Owner.** The insurance requirements under this Exhibit can only be waived or modified by Owner by an express written instrument signed by Owner acknowledging the reduced coverages or limits. No other act or omission by Owner or its agents, including but not limited to (i) implicit or verbal acceptance or approval of reduced coverages or limits or (ii) failure to require proof of compliant insurance, will amount to Owner's waiver of the insurance requirements of this Exhibit.
- K. Subcontractor Insurance.** All Subcontractors' insurance will meet all insurance requirements of Contractor as provided in this Exhibit, including, but not limited to, the types of insurance, extent and durations of coverages, and notice requirements, except that the limits of insurance for Subcontractors will be no less than the following:

*Design Professional:*

- (i) Workers' Compensation and Employer's Liability: same as above except for the following limits for Employer's Liability:
- |           |                        |
|-----------|------------------------|
| \$500,000 | Each Accident          |
| \$500,000 | Disease, Policy Limit  |
| \$500,000 | Disease, Each Employee |
- (ii) Commercial General Liability (Occurrence Form): Combined Bodily Injury and Property Damage:
- |             |   |
|-------------|---|
| \$1,000,000 | Each Occurrence                         |
| \$1,000,000 | Personal and Advertising Injury         |
| \$2,000,000 | General Aggregate                       |
| \$2,000,000 | Products/Completed Operations Aggregate |
- (iii) Business Auto: same as above.
- (iv) Excess/Umbrella Liability Coverage: none required.
- (v) Professional Liability (\$1,000,000) per claim and (\$2,000,000) in the aggregate.

*Sub Contractor:*

- (i) Workers' Compensation and Employer's Liability: same as Contractor
- (ii) Commercial General Liability (Occurrence Form): Combined Bodily Injury and Property Damage:
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Personal and Advertising Injury
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
- (iii) Business Auto: same as above.
- (iv) Excess/Umbrella Liability Coverage: \$4,000,000.
- (v) Pollution Liability and Hazardous Materials Liability
  - \$1,000,000 Each Occurrence
  - \$1,000,000 General Aggregate

**L. Waiver of Subrogation – Liability.** All of Contractor's and Subcontractors' liability insurance policies, including worker's compensation, will contain a waiver of subrogation against Owner, its affiliates, subsidiaries, directors, officers, employees and agents.

**M. Additional Insureds.** All of Contractor's and Subcontractors' liability insurance policies will be endorsed to expressly name Owner, its affiliates, subsidiaries, directors, officers, employees and agents (including but not limited to those listed below) as additional insureds. The coverage under the additional insured endorsement will (i) be primary and noncontributory with respect to any insurance of the additional insureds, (ii) provide the same coverages and limits to the additional insured as are afforded to the primary insured as required by this Exhibit, and will not be limited to vicarious liability, (iii) not be limited to on-going operations, and include completed operations (iv) be maintained for the same durations as the coverages afforded to the primary insured as required by this Exhibit and blanket endorsements will not be acceptable. The following persons or entities affiliated with Owner will be expressly named as Additional Insured: (i) Owner, (ii) Project Manager HMK Company.

**N. Builder's Risk Insurance.**

- (1) The Owner shall purchase and maintain builders risk insurance or its equivalent with such terms and coverages as the Owner determines. Upon the Contractor's request, Owner will provide a copy of the policy to the Contractor. The Contractor shall, and shall cause all Subcontractors to, cooperate with the Owner in the investigation, prosecution and settlement of claims.
- (2) **Insured Loss.** The owner shall have sole power and authority to adjust and settle a loss with insurers. A loss insured under the Builder's Risk Insurance or any Builder's Risk Installation Floater shall be adjusted by the Owner and any payments or settlements shall be made payable to the Owner for the insureds, as their interests may appear. The Owner shall be entitled to full payment of its loss from the insurance proceeds before payment of the remainder to any other beneficiaries of the policy. The Contractor shall pay Subcontractors their just share of remaining insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors make payments to the Sub-subcontractors in similar manner.
- (3) **Deductible.** Payment of the deductible on the Builders Risk policy claims, up to \$50,000 per claim, is the responsibility of the Contractor and is not subject to reimbursement by the Owner. The Contractor promptly shall pay such deductible (or if the claim is less than the deductible, the amount of the claim) promptly and without offset or deduction. If the Contractor does not do so, the Owner may, in addition to other remedies, deduct and offset the amount of the deductible from the Contract Sum.



Company: Kirby Nagelhout Construction Contact: Bradley Deswert

Address: 20635 NE Brinson Blvd, Bend, OR 97701

Email: [bradleyd@kirgynagelhout.com](mailto:bradleyd@kirgynagelhout.com)

Phone: 541-419-8002 Cell: 541-419-8002

Company: CS Construction Contact: Joshua Hall

Address: 1506 NE 1<sup>st</sup> Street, Unit 1, Bend, OR 97701

Email: [joshua@csconstruction.com](mailto:joshua@csconstruction.com)

Phone: \_\_\_\_\_ Cell: 541-419-5686

Company: CB Construction Contact: Derek Howard

Address: 1202 Adams Avenue, La Grande, OR 97850

Email: [DHoward@CBConst.us](mailto:DHoward@CBConst.us)

Phone: 541-786-5315 Cell: \_\_\_\_\_

Company: Griffin Construction Contact: Shawn Helligso

Address: 1411 NW Murphy Court, Prineville, OR 97754

Email: [shawnh@griffinconstructionllc.com](mailto:shawnh@griffinconstructionllc.com)

Phone: \_\_\_\_\_ Cell: 458-287-1290

Company: Bremik Construction Contact: Scott Meinig

Address: 404 SW 6<sup>th</sup> Street, Suite 102, Redmond, OR 97756

Email: [bids@bremik.com](mailto:bids@bremik.com)

Phone: 541-699-4336 Cell: 971-322-4234

Company: Sunwest Builders Contact: Crystal Henderson

Address: 2642 SW 4<sup>th</sup> Street, Redmond, OR 97756

Email: [crystalh@sunswestbuilders.com](mailto:crystalh@sunswestbuilders.com)

Phone: 541-382-5535 Cell: 206-271-8583