



This addendum forms a part of the Request for Proposal and modifies the original Documents dated **January 17, 2025** 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 (EXHIBIT B IN CONTRACT) - INSURANCE REQUIREMENTS

Disregard **original** Attachment D (Exhibit B in Contract)- Insurance Requirements and replace with **attached Attachment D (Exhibit B in Contract)- 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

END OF ADDENDUM 1

ADDENDUM 1



EXHIBIT B

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.



C. Pollution Liability:

- (i) 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 \$5,000,000 each loss / \$5,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract.

D. Commercial Business Auto:

- (iii) Combined Bodily Injury and Property Damage
\$1,000,000 Each Accident
- (iv) 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.

E. Excess/Umbrella Liability Coverage:

- (i) \$25,000,000 Each Occurrence
- (ii) \$25,000,000 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.

- F. 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. This will include recification coverage at the policy limit.

- G. 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.

- H. 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.

- I. **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.
- J. **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.
- K. **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.
- L. **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

M. 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.

N. 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. The additional insured will cover contractors and subcontractors ongoing and completed operation.

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 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 and not subject to reimbursement or payment through Contractor Contingency.. 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. Notwithstanding, if an arbitrator determines the loss or damage was the sole responsibility of the Owner, the Owner will refund the deductible paid by the Contractor
- (4) **Waiver of Subrogation.** To the fullest extent permitted under the property insurance applicable to the Project, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by and paid for by property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Contractor shall require similar written waivers in favor of the individuals and entities identified above from all subcontractors and sub-subcontractors.



Company: Gerding Builders Contact: Ryan Spink

Address: 200 SW Airport Road

Email: RyanS@Gerdingbuilders.com

Phone: _____ Cell: 541-231-9284

Company: Griffin Construction Contact: Samuel Griffin

Address: 1411 NW Murphy Ct, Prineville, OR 97754

Email: samuel@griffinconstructionllc.com

Phone: 541-447-7237 Cell: 541-639-9970

Company: Sunwest Builders Contact: Julie Hyer

Address: 2642 SW 4th St, Redmond, OR 97756

Email: julieh@sunwestbuilders.com

Phone: 541-548-7341 Cell: 541-480-7079

Company: Pence Contractors Contact: Dan Vanbrabant

Address: _____

Email: dan.vanbrabant@pence.net

Phone: 541-640-1469 Cell: 541-640-1469

Company: Pence Contact: John Williamson

Address: 1051 NW Bond St, Suite 310

Email: John.Williamson@pence.net

Phone: 541-410-7959 Cell: _____

Company: Iupat Paint/ Glass Union Contact: Austin Hartrampf

Address: 11105 NE Sandy Blvd, Portland, OR

Email: austin@iupaddc5.org

Phone: 971-770-6095 Cell: _____



Company: Kirby Nagelhout Construction Contact: Mike Lawrence

Address: 20635 NE Brinson Blvd, Bend, OR 97701

Email: mikel@kirbynagelhout.com

Phone: 650-996-9141 Cell: 650-996-9141

Company: Kirby Nagelhout Construction Contact: Caitlin Kane

Address: 20635 NE Brinson Blvd, Bend, OR 97701

Email: caitlink@kirbynaglehout.com

Phone: 541-207-2840 Cell: _____

Company: Kirby Nagelhout Construction Contact: Alex Handson

Address: 20635 NE Brinson Blvd, Bend, OR 97701

Email: alech@kirbynagelhout.com

Phone: 541-410-4538 Cell: _____

Company: R& H Construction Co Contact: Loren Colpo

Address: 61426 American Ln, Ste 100, Bend, OR 97702

Email: icolpo@rhconst.com

Phone: 541-312-2961 Cell: 408-613-8404

Company: Lease Crutcher Lewis Contact: C.A. White

Address: 550 SW 12th Ave, Portland, OR

Email: ca.white@lewisbuilds.com

Phone: 503-314.2722 Cell: 503-314-2722

Company: Lease Crutcher Lewis Contact: Jake Keudell

Address: 550 SW 12th Ave, Portland, OR

Email: jake.keudell@lewisbuilds.com

Phone: 503-544-9126 Cell: same



Company: Turner Construction Co Contact: A. Atherton

Address: 1155 SW Morrison St #600, Portland, OR 97205

Email: aatherton@tcco.com

Phone: 971-990-2016 Cell: _____

Company: Andersen Construction Contact: Bob Waynes

Address: 2979 Chad Drive

Email: bhaynes@andersen-const.com

Phone: 541-735-3525 Cell: 971-400-7043

Company: Skanska Contact: Ben Marley

Address: 2275 NE Doctors Drive Suite 3, Bend, OR 977701

Email: ben.marley@skanska.com

Phone: _____ Cell: 503-713-9402

Company: C.B. Construction Contact: Derek Howard

Address: 1202 Adams Ave, LaGrande, OR 97850

Email: dhoward@cbconst.us

Phone: 541-663-4188 Cell: 541-786-5315

Company: Kellcon Contact: Rob Kelleher

Address: 50 SW Bond, Suite 2, Bend, OR 97702

Email: rk@kell-con.com

Phone: 541-312-4032 Cell: 541-508-8654

Company: Kellcon Contact: Brady Webster

Address: 50 SW Bond, Suite 2, Bend, OR 97702

Email: bw@kell-con.com

Phone: 541-312-4034 Cell: 541-971-9088



Company: CS Construction Contact: Emma Rose

Address: 1506 NE 1st St, Ste 1, Bend, OR 97701

Email: emmar@csconstruction.com

Phone: 541-617-9190 Cell: 541-419-5686

Company: Adroit Contact: Georg Gold

Address: 185 Mistletoe Rd, Ashland, OR 97520

Email: georg.gold@adroitbuilt.com

Phone: 541-482-4098 Cell: 541-531-5433

Company: Bremik Construction Contact: Scott Meinig

Address: 404 SW 6th Street, Suite 102, Redmond, OR 97756

Email: smeinig@bremik.com

Phone: 971-322-4234 Cell: _____

Company: _____ Contact: _____

Address: _____

Email: _____

Phone: _____ Cell: _____

Company: _____ Contact: _____

Address: _____

Email: _____

Phone: _____ Cell: _____

Company: _____ Contact: _____

Address: _____

Email: _____

Phone: _____ Cell: _____