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Addendum

Solicitation Name	Sewer Line Services at Montgomery Village Q2005	Addendum Number	1	Date	01/27/2020
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This addendum answers questions raised about this solicitation. To aid in readability, the questions are in black, the answers are in **bolded blue**, and the answers follow immediately below.

Q1	When will you post the insurance requirements?
	See below.

Insurance Requirements for Solicitation Q2005

1. **INSURANCE**
 The Supplier shall maintain, at Supplier’s sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A- :VI or better. Upon award, the Supplier shall provide Certificate(s) of Insurance and amendatory endorsements to KCDC evidencing said insurance coverages. See paragraph “g” for exact naming of certificate holder and additional insureds (Owner Entities).

The Supplier agrees the insurance requirements herein as well as KCDC’s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier under this contract. KCDC’s failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Supplier to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Supplier under this contract.

a. **Commercial General Liability Insurance:** occurrence version general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations for one year after completion of the Project(s). Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes the Owner Entities as additional insureds with respect to the Supplier’s ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.



- b. Commercial Automobile Liability Insurance:** in an amount not less than \$1,000,000 (combined single limit) for all owned, hired, and non-owned vehicles utilized by Supplier in connection with the Project. Coverage is to include coverage for loading and unloading hazards.

Such insurance shall contain or be endorsed to contain a provision that includes the Owner Entities as additional insureds.

- c. Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws.
- d. Environmental Impairment Liability:** Supplier shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.
- e. Pollution Liability Insurance:** Supplier shall maintain pollution liability coverage, ISO CG 0039, or equivalent. If the coverage is written on a claims-made form:
1. The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by KCDC.
 3. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Supplier must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

f. Other Insurance Requirements:

1. Upon award, Supplier shall furnish KCDC with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.
2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit Supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should supplier enter into such an agreement on a pre-loss basis.
3. A **minimum 30-day cancellation notice** for all insurances (by endorsement if necessary) is required.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

5. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.
7. All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) / Professional Liability and Pollution Liability which may be claims made coverage.
8. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by contractor's insurance) in the same manor and limits as specified for the Supplier.

g. Certificate Holder and Additional Insureds:

Certificate Holder

KCDC
901 N Broadway
Knoxville, TN 37917

Additional Insureds (Owner Entities)

KCDC, its officials, officers, employees, and volunteers
Montgomery Village Corporation

- h. Right to Revise or Reject:** KCDC reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability or affordability of coverage.
- i. No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC and Montgomery Village Corporation, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.

Term Sheet - Insurance Requirements

Certificate Holder	KCDC 901 N Broadway Knoxville, TN 37917
Additional Insureds (Owner Entities) <i>(can be identified collectively as Owner Entities)</i>	KCDC, its officials, officers, employees, and volunteers Montgomery Village Corporation
GL (Supplier & Subcontractors)	\$1M / \$2M
Auto (Supplier & Subcontractors)	\$1M (owned, hired, & non-owned)
WC & Employers Liability (Supplier & Subcontractors)	Statutory limits
Environmental Impairment Liability	\$1M
Pollution Liability	ISO CG 0039, or equivalent
30-day cancellation (Supplier & Subcontractors)	Required– must indicate on COI
Primary non-contributory (Supplier & Subcontractors)	Required – must indicate on COI
Waiver of Subrogation (Supplier & Subcontractors)	Required – must indicate on COI

(Note: Only one (1) certificate needs to be provided. Certificate must reflect KCDC as the Certificate Holder and specify all coverages and terms apply to all Owner Entities.)