



Terry McKee, IT & Procurement Director

901 N. Broadway • Knoxville, TN 37917-6699
 865.403.1133 • Fax 865.594.8858
 purchasinginfo@kcdc.org
 www.kcdc.org

Addendum

Solicitation Name	Construction of an Affordable Housing Development at Five Points Phase 4 C19013	Addendum Number	2	Date	01-09-19
--------------------------	---	------------------------	---	-------------	----------

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	Addenda #1 drawing S004 removed the detail for the mechanical pads. Can a detail be provided?
	The detail was removed because the detail is no longer being used. A note on the cover sheet was provided for the mechanical pads.
Q2	Are we to include the site primary power as part of our bid?
	Yes, it is part of the overall project. Primary conduit, transformer pads and KUB provided pull boxes are to be included in the infrastructure construction cost.
Q3	Do we also provide the secondary conduits in our bid? KUB does not like contractors re-entering the transformers and pull boxes once they have been placed. If we are not including the secondaries at all no problem, if we need to provide the secondary, the contractor doing the primaries will need to get a secondary conduit size required per plan and get it at least 10' away from the transformers at every location.
	Yes, secondary conduits and pull boxes are to be included in the housing construction cost.
Q4	Plan Page ES3.1: Also states about Cable TV conduit being done under separate infrastructure project. Please verify.
	Refer to revised sheet ES3.1, dated 01/09/2019.
Q5	In going through the plans, the Electrical Legend calls out a Doorbell and Doorbell Strobe unit, neither of which are shown on the plans for any of the unit types. Can we please get a clarification, so we do not just assume each unit gets a door bell? The ADA unit will need more clarification as to the location and how many horn strobe units will be needed.
	Doorbells and strobes are only required in the visual and hearing impaired units. The electrical drawings pertaining to Building Type A have been revised, dated 01/09/2019 to show these items.
Q6	<u>PAGE H2-E101</u> 1. Second floor hall lighting requires a 4-way switch, (3) 3way is shown 2. Room H2-104 toilet missing exhaust fan Exterior front – missing WP/GFCI- code required
	Refer to revised sheet H2-E101, dated 01/09/2019. The center switch shall be changed to 4-way. Fan and switch shall be added. Receptacle shall be added to match where shown on H1-E101.
Q7	<u>PAGE H1-E101</u> 1. Room H1-104 Toilet – Missing Exhaust Fan 2. 2 nd Floor Hall Lighting Requires A 4 Way Switch, (3) 3 Way Is Shown



	Refer to revised sheet H1-E101, dated 01/09/2019. The center switch shall be changed to 4-way. Fan and switch shall be added.
Q8	<u>PAGE G2-E101</u> 1. Second Floor Hall Lighting Requires A 4 Way Switch, (3) 3way Is Shown 2. Exterior Front – Missing WP/GFCI- Code Required
	Refer to revised sheet G2-E101, dated 01/09/2019. The center switch shall be changed to 4-way. Receptacles shall be added to adjacent to each entry door.
Q9	<u>PAGE G1-E101</u> 1. 2 ND floor hall lighting requires a 4 way switch, (3) 3 way is shown
	Refer to revised sheet G1-E101, dated 01/09/2019. The center switch shall be changed to 4-way.
Q10	<u>PAGE F-E102</u> 1. Room F-101 Missing Phone and TV
	Refer to revised sheet F-E102, dated 01/09/2019. A phone and cable TV outlet and the associated cabling shall be provided in the living room.
Q11	<u>Page F-E101</u> 1. Both unit types- 2 nd floor hall lighting requires a 4-way switch, (3) 3 way is shown
	Refer to revised sheet F-E101, dated 01/09/2019. The center switch shall be changed to 4-way.
Q12	I would like to know how many A types, how many B types, and so forth?
	A: 1 B: 4 C: 3 D1: 4 D2: 1 E: 2 F: 3 G1: 3 G2: 6 H1: 2 H2: 2
Q13	Will there be another time allowed for subcontractors to walk the site prior to the bid?
	The site can be easily viewed from public streets and sidewalks outside of perimeter fence.
Q14	In the Plans the Heavy Duty Asphalt is shown as 8:2.5:1.5 and in the Geotechnical Report the spec for heavy duty is shown as 7:2.5:1.5. Also in the plans there is no spec for the Light Duty Asphalt Sections and in the Geotechnical Report the spec for light duty is shown as 5:2.5:1.5. Please clarify the paving specs for both heavy and light duty.
	City of Knoxville Local Street pavement section is 8:2.5:1.5 Heavy Duty pavement section in the parking lots is 8:2.5:1.5 Light Duty pavement section in the parking lots is 6:2.5:1.5
Q15	When is the last day for questions?
	January 3, 2019 was the last day for all technical/specification questions.
Q16	Looking through plans and addenda's, I can't find a detail differentiating between Light Duty and Heavy-Duty Paving. There is only one detail, but the overall plans show the two areas. The Geotechnical report suggest two specs, but the one in the plans does not correlate with the suggestions in the Geo report. Can you clarify?

	Reference the response to Question 14.
Q17	The specification does not address the gutters and downspouts. Will a .027 thick 5" gutter and 2"x3" .019 downspout be acceptable?
	Refer to specification section 07 62 00 for gutter and downspouts. Aluminum to be .032 thickness. 5" gutter and 2"x3" downspouts are acceptable.
Q18	On Drawing A-P101 the drawing shows 2" pipe going to the Floor Drains but if you look on PO.O at the fixture schedule FD1 calls out to be a floor drain with a 3" waste connection. Which is correct?
	FD1 shall have a 2" or 3" waste connection, to match the discharge pipe size.
Q19	Can Pex piping be used per note 2 on PO.O which requires owner approval?
	Pex A piping may be utilized above grade.
Q20	The bid form references specification section "12 35 30.13 Plastic Laminate-Clad Residential Casework". We could not find this specification section in the documents.
	Specification the section included in Addendum 2.
Q21	Specification section 12 35 30-2.05.3 is calling for plastic laminate to be 'through color'. This type laminate, Formica ColorCore2, is several times more expensive than standard laminate and is not available in the required post forming grade nor the color chosen -for PL 1.
	Through color plastic laminate not required.
Q22	The Sparta door lever design that is specified and scheduled in the AL series is not available, however the Neptune lever is very similar. The Sparta lever in the ND series is available, I have attached two cut sheets showing the lever designs in both the AL and the ND series locks, please verify that pricing the Neptune lever in the AL series will be acceptable.
	Neptune would be an acceptable alternate.
Q23	Note 15.c on page 5 of 793 states that the owner is tax exempt for the infrastructure work. Please verify that we are to include all taxes in our proposal and that any items that the owner purchases directly will be credited back by change order.
	All applicable sales taxes shall be included in the bid.
Q24	Note 6 on page 13 of 793 list wages for "not parking lot work". Please clarify what work is considered "not parking lot work" and that the "parking lot work" requires the use of the highway prevailing wages listed on sheet 12 of 793.
	2018 Revised Highway Prevailing Wage Rates shall apply to all infrastructure construction cost. Federal prevailing wage General Decision TN 980023 wage rates shall apply to all housing construction cost.
Q25	Section 01 81 13 Sustainable Building Requirements, Enterprise Green Communities, and energy star design contains many items that are the responsibility of the owner such as environmental site assessments, hazardous abatement. Please verify that these items are not the responsibility of the contractor unless noted elsewhere in the documents
	Environmental site assessments and hazardous materials abatement are not the responsibility of the contractor.
Q26	Section 01 81 13 Sustainable Building Requirements, Enterprise Green Communities, and energy star design contains many items that are the responsibility of the architect such as material specifications, equipment specifications, etc. Please verify that the contractor is responsible for supplying the items that are in the appropriate trade specifications and is not responsible for verifying the various standards.

	Contractor is responsible for providing the specified items.
Q27	Please verify that the owner will pay for all energy star required testing.
	Architect is responsible for initial Energy Star testing; however, Contractor would be responsible for retesting of any failed tests.
Q28	Can you supply a contact list of who you have been in contact with at KUB in order for us to obtain tap and aid to construction fees?
	KUB New Service Department CS26 4505 Middlebrook Pike, Knoxville, TN 37921 865-558-2552 Office
Q29	Since there is no preliminary design of the playground, we are assuming that the \$65,000 allowance is to cover any subgrade material, fencing, equipment, electric and drainage that may be required beyond what is shown on the plan. Is this correct?
	This is correct.
Q30	Please provide a specification and thickness for the light duty paving in the parking areas.
	Reference the response to Question 14.
Q31	Who does KCDC contract with for its fire/security/video camera services?
	KCDC uses Gallaher & Associates for its fire/security/video camera services. The use of other vendors is acceptable if the systems/equipment being provided meet the design/specification requirements. KCDC primarily uses these two items for monitoring: Fire-Lite Alarm's (by Honeywell) MS-10UD-7(E) AES/Intellinet's 7788F RF subscriber unit which is programmable and has 8 zones. It is used with FireTAP 7770.
Q32	Who does KCDC contract with for its pest control services?
	KCDC uses Orkin. The use of other vendors is acceptable if the systems/equipment being provided meet the design/specification requirements.
Q33	Who does KCDC contract with for its fire sprinkler services?
	KCDC uses Morristown Automatic Sprinklers. The use of other vendors is acceptable if the systems/equipment being provided meet the design/specification requirements.
Q34	How long do we need to hold our bids?
	Reference Solicitation Document C (HUD Form 5369A) Section 6C. The Minimum Bid Acceptance Period is revised to 120 Days
Q35	Describe the hollow metal doors.
	All hollow metal doors are to be 6-panel.
Q36	I heard that KCDC is re-examining its insurance requirements. Please verify.
	KCDC did review and restate its insurance requirements. Please replace the original insurance requirements with the following pages.

REVISED Insurance Requirements

1. INSURANCE (Five Points 4 Construction)

The Contractor shall maintain, at Contractor'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 :VIII or better. Upon award, the Contractor shall provide Certificate(s) of Insurance and amendatory endorsements to Owner for all Owner Entities evidencing said insurance coverages.

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

a. Commercial General Liability and Umbrella/Excess 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 with a minimum of \$5,000,000 per occurrence umbrella covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations (\$2,000,000) for one year after completion of the Project. Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes Owner and Owner Entities listed in paragraph "g.1" as additional insureds 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.

Unless the Umbrella/Excess liability insurance provides coverage on a pure/true follow-form basis, or the Owner Entities listed in paragraph "f.1.", are automatically defined as additional insureds, the Contractor shall add them by endorsement.

See paragraph "f.1." for exact naming of certificate holders and additional 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 contractor 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 listed in paragraph "g.1." as additional insureds.

See paragraph "f.1." for exact naming of certificate holders and 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 and Employers Liability with a minimum limit of \$1,000,000 each employee/accident/policy.

d. Pollution Liability Insurance: coverage, providing defense and indemnity coverage for bodily injury, property damage, and environmental investigation and clean-up costs for pollution conditions arising from the Contractor's operations. Limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of this contract or the performance of work hereunder. Coverage may be provided on a per project basis.

e. Builder's Risk: coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to one-hundred percent (100%) of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Order(s). Contractor agrees to be responsible for reporting increases in the projected completed value of the work due to Change Order(s).

Coverage shall insure without limitation against the perils of fire(with extended coverage) and physical loss or damage including, but not limited to and without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, testing and startup, temporary buildings, portions of the work stored off site, all portions of the work in transit, debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

Coverage shall insure without limitation slab on grade, excavations, foundations, caissons, tenant finish work, and retaining walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted.

Insurance is to cover all property of Contractor (and its subcontractors), Owner and all certificate holders as their interest may appear.

Coverage shall include soft costs resulting from damage or destruction to insured property on-site and while in transit including flood, earthquake and earth movement when such perils are required. Such insurance shall cover continuing expenses not directly involved in the direct cost of construction/renovation, including expense incurred upon money borrowed to finance construction or repair, continuing interest on mortgage loans, advertising, promotion, realty taxes and other assessments, the cost to the insured of additional commissions incurred upon re-negotiating leases, and other expenses incurred as a result of property loss or destruction by an insured peril.

See paragraph "f.1." for exact naming of certificate holders and additional insureds.

f. Other Insurance Requirements:

1. Upon award, Contractor shall furnish Owner with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.

The certificate holders and additional insureds:

Five Points 4 LP
901 N Broadway
Knoxville, TN 37917

Five Points 4 Corporation
901 N Broadway
Knoxville, TN 37917

Knoxville's Community Development Corporation (KCDC), its officials, officers, employees, and volunteers"
901 N Broadway
Knoxville, TN 37917

RSEP Holding, LLC, its successors and/or assigns
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114

Red Stone Equity Manager, its successors and/or assigns
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114

Home Federal Bank of Tennessee
Attn: Jonathan W. Mayfield, Vice President 515 Market Street
Knoxville TN 37902

2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit contractor 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 contractor 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. Provide certified copies of endorsements and policies if requested by Owner in lieu of or in addition to Certificates of Insurance.
5. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
6. 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.

7. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by Owner prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by Owner.

8. All policies must be written on an occurrence basis.

9. 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 manner and limits as specified for the Contractor with the exception of:

Umbrella: \$5,000,000 per occurrence umbrella is preferred, but not required

Workers' Compensation Insurance and Employers Liability Insurance: with statutory limits as required by the State of Tennessee or other applicable laws.

Contractor shall furnish subcontractor(s)' Certificates of Insurance to Owner without expense prior to subcontractor(s) commencing work.

g. Right to Revise or Reject: Owner reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

h. No Representation of Coverage Adequacy: The coverages, limits or endorsements required herein protect the primary interests of Owner, and the Contractor 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 contractor against any loss exposures, whether as a result of the project or otherwise.

1. INSURANCE (Five Points 4 Infrastructure)

The Contractor shall maintain, at Contractor'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 :VIII or better. Upon award, the Contractor shall provide Certificate(s) of Insurance and amendatory endorsements to KCDC evidencing said insurance coverages.

The Contractor 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 Contractor under this contract. KCDC's failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Contractor to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Contractor under this contract.

- a. **Commercial General Liability and Umbrella/Excess 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 with a minimum of \$5,000,000 per occurrence umbrella covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations (\$2,000,000) for one year after completion of the Project. Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds 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.

Unless the Umbrella/Excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the contractor shall add by endorsement, KCDC its officials, officers, employees, and volunteers as an additional insured.

See paragraph "f.1." for exact naming of certificate holder and additional insured.

- 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 contractor 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 KCDC, its officials, officers, employees, and volunteers as additional insureds.

See paragraph "f.1." for exact naming of certificate holder and additional insured.

- 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 and Employers Liability with a minimum limit of \$1,000,000 each employee/accident/policy.
- d. **Pollution Liability Insurance:** coverage, providing defense and indemnity coverage for bodily injury, property damage, and environmental investigation and clean-up costs for pollution conditions arising from the Contractor's operations. Limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. The policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of this contract or the performance of work hereunder. Coverage may be provided on a per project basis.
- e. **Builder's Risk:** coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to one-hundred percent (100%) of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Order(s). Contractor agrees to be responsible for reporting increases in the projected completed value of the work due to Change Order(s).

Coverage shall insure *without limitation* against the perils of fire (with extended coverage) and physical loss or damage including, but not limited to and without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, testing and startup, temporary buildings, portions of the work stored off site, all portions of the work in transit, debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

Coverage shall insure without limitation slab on grade, excavations, foundations, caissons, tenant finish work, and retaining walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted.

Insurance is to cover all property of Contractor (and its subcontractors), Owner and all certificate holders as their interest may appear.

Coverage shall include soft costs resulting from damage or destruction to insured property on-site and while in transit including flood, earthquake and earth movement when such perils are required. Such insurance shall cover continuing expenses not directly involved in the direct cost of construction/renovation, including expense incurred upon money borrowed to finance construction or repair, continuing interest on mortgage loans, advertising, promotion, realty taxes and other assessments, the cost to the insured of additional commissions incurred upon re-negotiating leases, and other expenses incurred as a result of property loss or destruction by an insured peril.

See paragraph "f.1." for exact naming of certificate holder and additional insured.

f. Other Insurance Requirements:

1. Upon award, Contractor shall furnish Owner with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.

The certificate holder and additional insured:

Knoxville's Community Development Corporation (KCDC), its officials, officers, employees, and volunteers"
901 N Broadway
Knoxville, TN 37917

2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit contractor 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 contractor 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. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
5. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
6. 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.
7. 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.
8. All policies must be written on an occurrence basis.
9. **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 Contractor with the exception of:

Umbrella: \$5,000,000 per occurrence umbrella is preferred, but not required

Workers' Compensation Insurance and Employers Liability Insurance: with statutory limits as required by the State of Tennessee or other applicable laws.

Contractor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.

g. Right to Revise or Reject: KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

h. No Representation of Coverage Adequacy: The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the Contractor 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 contractor against any loss exposures, whether as a result of the project or otherwise

Revised: Term Sheet - Insurance Requirements
Five Points 4

	Infrastructure Owner - KCDC	Construction Owner – Five Points 4 LP
Certificate Holder & Additional Insureds	KCDC	Five Points 4 LP Five Points 4 Corporation KCDC RSEP Holding, LLC Red Stone Equity Manager Home Federal Bank of Tennessee
GL (Contractor & Subcontractors)	\$1M / \$2M	\$1M / \$2M
Umbrella (Contractor only)	\$5M	\$5M
Auto (Contractor & Subcontractors)	\$1M (owned, hired, & non-owned)	\$1M (owned, hired, & non-owned)
WC (Contractor & Subcontractors)	statutory limits	statutory limits
Employers Liability (Contractor)	\$1M	\$1M
Employers Liability (Subcontractors)	Statutory limits	Statutory limits
Pollution (Contractor)	\$1M / \$2M with 3-year Discovery; with Retro Date at least equal to contract date	\$1M / \$2M with 3-year Discovery; with Retro Date at least equal to contract date
Builder's Risk (Contractor)	100% of projected completed value	100% of projected completed value
30-day cancellation	Required– must indicate on COI	Required– must indicate on COI
Primary non-contributory	Required – must indicate on COI	Required – must indicate on COI
Waiver of Subrogation	Required – must indicate on COI	Required – must indicate on COI