



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	Mold Remediation Services Q1902	Addendum Number	1	Date	07-10-18
--------------------------	---------------------------------	------------------------	---	-------------	----------

KCDC is using this addendum to change the insurance requirements. The revised insurance requirements are:

1. **INSURANCE**

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-:VI or better. Upon award, the contractor shall provide Certificate(s) of Insurance 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.

- a. **Commercial General Liability Insurance:** occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this contract or be no less than \$2,000,000.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured shall read “Knoxville’s Community Development Corporation (KCDC)”.

If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. 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.



The General Liability policy (or separate Asbestos Abatement policy) shall be endorsed to include the following provisions:

1. Coverage for asbestos abatement operations as described by the bid specifications and the resulting contract.
 2. Pollution coverage as respects asbestos for all phases of the abatement process.
 3. Coverage for the placement and movement of hazardous materials from the project site to the final disposal location.
 4. Asbestos bodily injury coverage for employees of KCDC, bidder, and subcontractors so long as their designated job duties do not require them to be in the regulated asbestos abatement area.
- b. **Automobile Liability Insurance:** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.
- c. **Workers' Compensation Insurance and Employers Liability Insurance:** with statutory limits as required by the State of Tennessee or other applicable laws.
- d. **Environmental Impairment Liability:** Bidder shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.
- e. **Pollution Liability Insurance:** Bidder 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, bidder must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4A copy of the claims reporting requirements must be submitted to KCDC for review.

f. **Other Insurance Requirements:** Contractor shall:

1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by contractor's insurance. If the contractor receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, contractor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

Knoxville's Community Development Corporation
Attn: Contracting Officer
901 N. Broadway
Knoxville, TN 37917

2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
5. 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. Contractor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
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. 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.

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