ADDENDUM 2 TO THE CONTRACT PROVISIONS AND CONTRACT PLANS

FOR

NORTHSHORE USTILITY DISTRICT GRINDER PUMP STATIONS 1-4 REPLACEMENT

G&O #20533

ISSUED THIS DATE: WEDNESDAY, NOVEMBER 23, 2022

BID SUBMITTAL: 2:00 P.M. (LOCAL TIME) ON

TUESDAY, NOVEMBER 29, 2022 NORTHSHORE UTILITY DISTRICT

 $6830 \text{ NE } 185^{\text{TH}} \text{ STREET}$

KENMORE, WASHINGTON 98028



11/23/2022

Bidder shall acknowledge receipt of this Addendum on Page Prop-4 of the Proposal.

TO PROSPECTIVE BIDDERS:

The attention of all prospective bidders on the above project is directed to the following additions and modifications to the Contract Provisions and Contract Plans.

I. <u>ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO THE TECHNICAL SPECIFICATIONS</u>

ITEM 1:

Page 01110-4, Specification Section 01110-1.4, ORDER OF WORK

ADD the following after the fifth paragraph of this Section:

"All work at Grinder Pump Station 1 shall be Physically Complete on or before Friday, March 17, 2023."

II. <u>ADDITIONS, MODIFICATIONS, AND/OR DELETIONS TO THE</u> <u>GENERAL CONDITIONS</u>

ITEM 1:

Page GC 8, General Conditions Section 8.9, Insurance

ADD the following under "Types and Limits of Insurance Required:"

"LHWCA Insurance

If the Contract involves work on or adjacent to Navigable Waters of the United States, the Contractor shall procure and maintain insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA).

Such policy must provide the following minimum limits:

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$2,000,000 Bodily Injury by Accident – each accident
$2,000,000 Bodily Injury by Disease – each employee
$2,000,000 Bodily Injury by Disease – policy limits
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Protection and Indemnity Insurance Including Jones Act

If the Contract involves marine activities, or work from a boat, vessel, or floating platform, the Contractor shall procure and maintain Protection and Indemnity (P&I) coverage including collision liability, injury to crew (Merchant Marine Act of 1920 - Jones Act) and passengers, removal of wreck and liability for seepage, pollution, containment and cleanup using form SP-23 or SP 38 or a form as least as broad.

All entities listed under the General Conditions shall be named as additional insureds on the Contractor's Protection and Indemnity insurance policy.

Such policy must provide the following minimum limits:

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$2,000,000 Bodily Injury by Accident – each accident or occurrence
$2,000,000 Bodily Injury by Disease – each employee
$2,000,000 Bodily Injury by Disease – policy limits
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Hull and Machinery

If the Contract involves use of a boat, vessel, or floating platform, the Contractor shall procure and maintain coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form.

Marine Pollution

If this Contract is near or on water, the Contractor shall procure and maintain Pollution Liability (OPA, CERCLA) insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended.

Such policy must provide the following minimum limits, or statutory limits of liability as applicable, whichever is higher:

\$1,000,000 per Occurrence"

ITEM 2:

Page GC 9, General Conditions Section 8.9, Insurance

REVISE the last paragraph as shown below (added text is italicized, deleted text is shown as strike out):

"In the event any class of employees engaged in the Work under this Contract is not covered under Workers Compensation insurance or Longshore and Harbor Workers insurance as required by State and Federal statute, the Contractor shall maintain and cause each Subcontractor to maintain, Employers Liability insurance for limits of at least \$1,000,000 \$2,000,000 each employee for disease or accident, and shall furnish the District with satisfactory evidence of such."