



**ADDENDUM  
PURCHASING OFFICE  
CITY OF AUSTIN, TEXAS**

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**Solicitation: IFB 7400 BYS1005**

**Addendum No: 1**

**Date of Addendum: 05/28/2020**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Questions:**

Q1: In Category 2, will this equipment be equipment that you all are buying, or is this equipment that will be rented or equipment that the crew is expected to have?

A1: Category 2 is pricing for equipment rental.

Q2: For the rental of crates, panel carts, dollies, gondolas, pallet jacks - It gives the annual estimated quantity. However, do you want the daily rental rate, weekly or monthly?

A2: This is a daily rental rate.

**II. Clarifications:**

C1: Section 1.45 of the Terms and Conditions is modified to add 1.45D, Special Insurance Requirements for Jobs involving Austin Energy:

**i. Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
- b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.

**ii. Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:

- a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
- b. Independent Contractors coverage (Contractor/Subcontracted work);
- c. Products/Completed Operations Liability for the duration of the warranty period;

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d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:

- a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;
- b. 30 Days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
- c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

**iii. Business Automobile Liability Insurance:** Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

(1) The policy shall include these endorsements in favor of the City of Austin:

- a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
- b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
- c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

**iv. Property Insurance:** The Contractor shall provide All Risk (Special Form) Property coverage including, but not limited to, fire, wind, hail, theft, vandalism, and malicious mischief for all real and personal property owned by the City and in the care, custody, and control of the Contractor in the amount of \$1,000,000 for years one and two, and \$200,000 thereafter. The City shall be added to the property policy as a Loss Payee as their interest may appear.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: \_\_\_\_\_  
Brenita Wilkison, Procurement Specialist III  
Purchasing Office, (512)974-3164

\_\_\_\_\_ Date