



**ADDENDUM
REQUEST FOR PROPOSAL
AIRPORT LIABILITY INSURANCE FOR AUSTIN-BERGSTROM INTERNATIONAL AIRPORT
CITY OF AUSTIN, TEXAS**

RFP: JRD0304

Addendum No: 3

Date of Addendum: April 20, 2015

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

Q1: In reference to the Options 1-4 listed on the 0600B - Quote Sheet, the Liability Limit for War, Hi-Jacking and other perils Liability Limit was set at a \$100 Million Premium, which is greater than the requested Limit of Liability for the referenced option, was this added in error?

A1: Yes, the \$100 Million Premium was removed, with a space added for the Proposer to list the premium amount.

Q2: Is ABIA asking for Pollution coverage? It is listed under two sections on the 0600B - Quote Sheet for Pollution or Contamination of products sold or supplied and Pollution Coverage including noise. It was also also found on page 2 of 2 of the ACE Declarations page a Pollution Endorsement AAP273 (11-03) but weren't sure if that was an exclusion or an endorsement so we cannot see the actual document – please clarify.

A2: The current ABIA policy excludes Noise and Pollution and Other Perils... “unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.” See the attached copy of Endorsement AAP273 (11-03).

2.0 Replace Section 0600B - Quote Sheet with the revised version.

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:



Jonathan Dalchau, Senior Buyer
Purchasing Office

4/20/2015
Date

ACKNOWLEDGED BY:

Vendor Name

Authorized Signature

Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.

This Endorsement effective March 24, 2014
forms part of Policy Number AAP N02197996 009
Issued to City of Austin, Department of Aviation
By ACE Property And Casualty Insurance Company

POLLUTION ENDORSEMENT

1. Section II, Common Coverage Exclusions, is amended by deleting exclusion A and inserting the following:

A. Noise and pollution and other perils.

This Policy does not cover claims directly or indirectly, occasioned by, happening through, in consequence of:

- (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
 - (b) "Pollution" or contamination of any kind whatsoever;
 - (c) electrical or electromagnetic emission or interference of any kind whatsoever,;
 - (d) interference with the use of property;
 - (e) any direction, obligation, request, demand, order, or statutory or regulatory requirement, or any voluntary decision to do so, that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of "Pollutants" or "Waste".
- unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

2. Section VI, Definitions, is amended by as follows:

- a. Definition 6, the definition of "bodily injury", shall be amended by adding the following:

"Bodily injury" also means fear of bodily injury, sickness, disease, fright or mental anguish.

- b. The following definitions are added:

"Pollution" means the mere presence of "Pollutants" in any form, as well as the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of "Pollutants" in any form.

"Pollutants" include, without limitation, solid, liquid, gaseous or thermal irritants, any air emission, contaminant, smoke, vapor, soot, fume, acid, alkali, chemical, "waste", or any material alleged to be a possible or probable carcinogenic, odor, waste water, oil or other petroleum product, infectious or medical waste, asbestos or asbestos product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the insured for consumption.)

"Waste" includes materials to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the waste.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Endorsement No. 14