

EASTCONN COMMERCIAL KITCHEN PROJECT
HAMPTON, CT

ADDENDUM TWO

August 6, 2019

to

CONTRACT DOCUMENTS

for

**EASTCONN COMMERCIAL KITCHEN PROJECT
HAMPTON, CONNECTICUT**

ISSUED BY

EVELYN COLE SMITH ARCHITECTS, LLC

This addendum modifies, amends and supplements designated parts of the Contract Documents dated June 26, 2019 for the project identified as EASTCONN COMMERCIAL KITCHEN PROJECT, and is hereby made a part thereof by reference and shall be as binding as though inserted in its entirety in the locations designated. It shall be the responsibility of each Bidder to notify all subcontractors and suppliers he proposes to use for the various parts of the work of any changes or modifications contained in this Addendum. No claims for additional compensation due to the lack of knowledge of the contents of this Addendum will be considered.

CLARIFICATIONS

1. Please find Exhibit B – Insurance and Indemnification Requirements attached.

END OF ADDENDUM TWO

EASTCONN COMMERCIAL KITCHEN PROJECT
376 HARTFORD TURNPIKE – HAMPTON, CONNECTICUT

Exhibit B
INSURANCE AND INDEMNIFICATION
REQUIREMENTS

I. General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. Certificates of Insurance: The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: EASTCONN, 376 Hartford Turnpike, Hampton, CT 06247. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Connecticut and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.

C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.

D. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.

E. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

A. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:	\$1,000,000 each occurrence
	\$2,000,000 each occurrence if blasting is required
	\$2,000,000 general aggregate with dedicated limits per project site
	\$2,000,000 products and completed operations aggregate
	\$1,000,000 personal and advertising injury

EASTCONN COMMERCIAL KITCHEN PROJECT
376 HARTFORD TURNPIKE – HAMPTON, CONNECTICUT

B. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance.

Minimum Limits:

Workers' Compensation: statutory limit

Employer's Liability: \$500,000 bodily injury for each accident

\$500,000 bodily injury by disease for each employee

\$500,000 bodily injury disease aggregate

C. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage.

Minimum Limits: \$2,000,000 per occurrence/\$2,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

END OF EXHIBIT B