

**GREATER HARTFORD TRANSIT DISTRICT
GHTD RFQ/P #02-020
ARCHITECTURAL AND ENGINEERING SERVICES
ROOF REPLACEMENT
ADDENDUM #1**

October 2, 2019

The Request for Qualifications/Proposals (RFQ/P) is modified/clarified as set forth in this Addendum. The original RFQ/P Documents remain in full force and effect, except as modified/clarified by this Addendum, which is hereby made part of the RFQ/P. Respondent shall take this Addendum into consideration when preparing and submitting its proposal.

Proposals are due on or before 2:30 p.m. E.S.T., Wednesday, October 23, 2019 at the District offices located at One Union Place, Hartford, CT.

A non-mandatory pre-proposal conference will be held by the District on **Thursday, October 3, 2019 at 10:00 AM** to provide the opportunity for questions and explanations. The meeting will commence in the Greater Hartford Transit District Conference Room which is located at One Union Place, First Floor North Offices, Hartford, Connecticut, 06103. The Respondent may submit any written requests for clarification as well as any questions regarding the solicitation package prior to 12:00 p.m. EST on Friday October 11, 2019. All inquiries will be responded to in the form of an addendum. Attendance at the site visit is not mandatory, and is not a condition for final award.

The following request for clarification was submitted:

- 1.) **INQUIRY:** With respect to the insurance and indemnification requirements for GHTD RFQ/P #02-020, GHTD is requiring Professional Liability Insurance (PLI) in the amount of \$2,000,000 in an annual aggregate. However, as currently written, the “Indemnification” is not fully insurable by design professionals’ PLI policies and should damages occur as a result of the Contractor’s (design professional) professional negligence, the design professionals’ PLI policy may not cover said professional negligence damages in part or full.

As we expect that the GHTD would want PLI policies to cover professional negligence damages to the fullest extent possible (\$2,000,000 in an annual aggregate), would GHTD accept the following split indemnification or similar indemnity language that would afford Contractor full PLI coverage against professional negligence claims:

F. Indemnification

- (1) **With respect to professional services**, to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and its officers, directors, employees and agents (collectively “Indemnified Parties”) from and against damages to the proportionate extent caused by the Contractor’s negligent performance of its

services under the Contract. Contractor's duty to defend Indemnitees for Damages with respect to professional services shall mean the reimbursement of damages and reasonable attorneys' fees incurred by Indemnitees to the extent proven in a Court with competent jurisdiction and recoverable under applicable law on account of negligence.

- (2) **With respect to non-professional services**, to the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the District and its officers, directors, employees and agents (collectively "Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, penalties, causes of action, suits or other liabilities (including all costs of reasonable attorneys' fees, consequential damages, and punitive damages), arising out of, related to, in connection with or resulting from, or alleged to arise out of or arise from, Contractor's negligence, performance, breach or failure to perform under the Contract or the violation of any applicable law or regulation, and whether done directly, or by or through Contractor's subcontractors or anyone directly or indirectly employed by Contractor or by Contractor's subcontractors or anyone for whose acts any of them may be responsible or liable and whether or not such claim, damage, demand, loss, expense, fine, penalty, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom. This indemnity shall be effective regardless of whether or not such claim, damage, loss or expense is caused in part by any of the Indemnified Parties (but the indemnity shall not cover liability to the extent resulting from the partial negligence, sole negligence, gross negligence or willful misconduct of the Indemnified Party). Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Contractor or the rights of the District contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under any workers' compensation acts, disability benefit acts or other employee benefits acts and includes any loss or injury suffered by an employee of Contractor. This indemnification shall survive the completion of the Work or the termination of the Contract. The Contractor shall further assume all liability for loss by reason of neglect or violations of federal, state or local laws, ordinances or regulations, and shall do and perform all work necessary to conform to such laws, ordinances and regulations.

RESPONSE: The provision will not change. We expect that your professional liability insurance will cover your professional services, and that your commercial general liability insurance will cover the remaining liability.

End of Addendum 1