



Road Department

61150 SE 27th St. • Bend, Oregon 97702
(541) 388-6581 • FAX (541) 388-2719

ADDENDUM NO. 1

BURGESS ROAD/DAY ROAD INTERSECTION IMPROVEMENT PROJECT

The Request for Proposal for Engineering Consultant Services for the Burgess Road/Day Road Intersection Improvement Project is amended as follows:

Section 1: STATEMENT OF PROJECT, Page 3 of 7, Item 3C. is revised to read as follows:

- C. Provide right-of-way acquisition services as follows:
 - a. Acquisition management and coordination services.
 - b. Provide acquisition negotiation services.
 - c. Right of way negotiation shall occur in a manner necessary to support potential condemnation if necessary, per applicable law.
 - d. Within 90 days of signing the contract, provide the following:
 - i. Obtain Title reports and supporting data required for project set-up.
 - ii. Provide legal descriptions, valuation, appraisal, and appraisal management services.

Section 2: PROPOSAL PREPARATION, SCHEDULE, CRITERIA AND REVIEW, Page 5 of 7, revise the fourth paragraph to read as follows:

Proposals must be received by the Deschutes County Road Department office no later than **4:00 pm (PST), October 5, 2016**. **Proposals received after the deadline will not be considered.**

The County anticipates the following schedule for the project:

RFP Advertisement:	August 24, 2016
Proposal Due Date:	October 5, 2016
RFP Review Completed:	October 12, 2016
County Commission approval of Contract:	November 2, 2016
Notice to Proceed:	November 8, 2016

Services Contract: Replace Exhibit 2, Insurance Requirements with Exhibit 2A, Insurance Requirements:

- 1. Revised amounts of Professional Liability amounts as follows:
 - a. Per Occurrence Limit is now \$2,000,000 versus original amount of \$3,000,000
 - b. Annual Aggregate Limit is now \$3,000,000 versus original amount of \$5,000,000


Chris Doty
Department Director

09/20/16
Date

I acknowledge receipt of Addendum Number 1.

CONSULTANT SIGNATURE

Date

THIS SHEET, COMPLETE WITH ATTACHMENTS, TO BE SUBMITTED WITH RFP

EXHIBIT 2A
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2016-###
INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Contractor Name:

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input checked="" type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input checked="" type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input checked="" type="checkbox"/> \$4,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name **Deschutes County, its officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date
