CITY OF THE DALLES
313 COURT STREET
THE DALLES, OREGON 97058

ADDENDUM #1

City Hall Roof Replacement
Project No. 2025-015

October 6, 2025

The City of The Dalles is providing this Addendum to clarify or confirm certain provisions of the ITB for **Project No. 2025-015**. This Addendum is based (in part) on questions raised during the solicitation process and is intended to (1) provide the Project's budgeted amount this fiscal year (**$220,790**) and (2) clarify and modestly broaden the insurance options available to bidders—while maintaining the City's risk protections—and to streamline the pollution insurance requirement.

This Addendum forms a part of the ITB and modifies the bidding requirements as set forth below. All other provisions of the ITB remain unchanged.

The text of the provisions found in ITB **Exhibit B** (*Form of Contract*) **Section A(3)** (*Insurance and Indemnity*) shall be modified as shown below, where blue text represents additions and red text represents deletions. For clarity, a clean final copy is attached to and made part of this Addendum as its **Attachment #1**.

a. *Insurance*. Contractor agrees, at its expense, to carry and maintain in effect throughout this Agreement's term (and—for completed operations—for 5 years following substantial completion of the Work) at least the following coverage policies:

(i) **Workers' Compensation** and **Employer's Liability** coverage, with **Workers' Compensation** provided by SAIF (or another insurer authorized to write Workers' Compensation in ~~at~~ Oregon) and at the statutory limits and **Employer's Liability** not less than $1,000,000 (*each accident*), $1,000,000 disease (*policy limit*), and $1,000,000 disease (*each employee*);

(ii) **Commercial General Liability** (**CGL**) ~~insurance~~written on an *occurrence* form, including premises/operations, products-completed operations, broad contractual liability, and independent contractors, and affirmatively evidencing no roofing, hot-work, or height exclusions. Contractor agrees its CGL policy must be primary and non-contributory to any insurance or self-insurance maintained by the City and shall include a per-project aggregate endorsement. Contractor agrees its CGL shall maintain products-completed operations coverage in effect for 5 years following the Work's substantial completion (which may be satisfied by keeping either the underlying policy or a qualified **Umbrella or Excess Liability** coverage in force). Specifically, Contractor shall satisfy the limits by either:

(a) **CGL** limits not less than $2,000,000 (*per occurrence*), $4,000,000 (*general aggregate*), $4,000,000 (*products-completed operations aggregate*), and $1,000,000 (*personal and advertising injury*); or

(b) base **CGL** limits not less than $1,000,000 (*per occurrence*), $2,000,000 (*general aggregate*), $2,000,000 (*products-completed operations aggregate*), and $1,000,000 (*personal and advertising injury*), ***plus*** and ~~(primary and noncontributory, waiver of subrogation) covering property damage and bodily injury not less than $2,000,000 (*per occurrence*), $4,000,000 (*in aggregate*), $4,000,000 (*products-completed operations aggregate*), and $1,000,000 (*personal and advertising injury*)~~an *occurrence*-based, follow-form **Umbrella or**

Excess Liability policy with limits not less than $1,000,000 (*per occurrence*) and $2,000,000 (*aggregate*), scheduled over the **CGL** (and, if scheduled, the **Commercial Automobile Liability**). In total, the combined limits of the base **CGL** and any **Umbrella or Excess Liability** must be at least $2,000,000 (*per occurrence*) and at least $4,000,000 (*general aggregate* and *products-completed operations aggregate*). Any umbrella or excess liability coverage shall not restrict or negate Additional Insured status (including *completed operations*), primary and non-contributory status, or waivers of subrogation granted by any underlying policies. For any umbrella or excess policy, Contractor shall provide the declarations page, the schedule of underlying policies and limits, and wording confirming the policy is occurrence-based and follow-form over the **CGL** (and, if scheduled, the **Commercial Automobile Liability**).

~~(a) , written on an occurrence form, including premises/operations, products-completed operations, broad contractual liability, independent contractors, and no roofing/hot-work/height exclusions;~~

~~(ii)~~(iii) **Builder's Risk/Installation Floater** written at replacement cost for 100% of the Contract Price (*completed value*), covering the Work while on-site, off-site (including temporary storage), and in transit (including theft and water-intrusion);

~~(iii)~~(iv) **Contractors Pollution Liability** insurance not less than $2,000,000 (*per claim*) and $2,000,000 (*in aggregate*), covering jobsite operations (including mold/microbial matter), transportation of materials to and from the site, and non-owned disposal sites. The City will accept coverage to be written on an occurrence or claims-made form; provided, however, if written on a claims-made form, the policy must include a retroactive date on or before the commencement of any Work and include a three-year tail following the Work's substantial completion;

(v) **Asbestos/Lead Abatement Liability** insurance (only if included in the Work, otherwise the **Contractors Pollution Liability** coverage described in subsection (iv) herein is sufficient)~~**Pollution/Abatement Liability** insurance (including coverage for automobiles transporting hazardous materials) through a Commercial General Liability policy approved by the City as to terms, conditions, and form and is Pollution Specific with a minimum limit of~~ that is either:

(a) an abatement-specific liability policy with limits not less than ~~-~~$2,000,000 (*per occurrence*) and $3,000,000 (*in aggregate*) written on: ~~either~~

~~-~~(1~~a~~) a full occurrence form;~~,~~

~~-~~(2~~b~~) a limited occurrence form with at least a three-year tail; ~~,~~ or

~~-~~(3~~c~~) a claims-made form with a three-year tail; or

~~(a)~~(b) **Contractor Pollution Liability** that expressly includes asbestos/lead abatement with limits not less than those described in subsection (iv) herein; and

~~(iv)~~(vi) **Commercial Automobile Liability** ~~insurance (including coverage for~~covering all owned, hired, and non-owned vehicles~~)~~ with a combined single limit ~~*per occurrence*~~ of $1,000,000 (*per accident*) ~~and $2,000,000 (*aggregate*)~~.

b. *Certificates, Endorsements, and Policies*. Prior to commencement of any Work, Contractor agrees to provide the City with certificates of insurance and copies of the required endorsements as described in this subsection. Contractor agrees to provide copies of any insurance policy contemplated by this Agreement promptly upon the City's request. Contractor agrees to provide the City *thirty* (30) *days'* written notice ~~-~~before cancelling, modifying, or materially reducing any insurance policy contemplated by this

Agreement and further agrees its failure to notice the City of cancellation, modification, or ~~of or~~ reduction to any insurance policy contemplated by this Agreement is, at the City's sole discretion, grounds for immediate termination of this Agreement.

(i) **Additional Insured**. Contractor agrees to include the ***City of The Dalles, its employees, officials, and agents*** as *Additional Insureds* (primary and noncontributory with respect to any insurance or self-insurance maintained by the City) to the extent permitted by applicable law on the following policies:

(a) ~~**(a) Commercial General Liability**~~**CGL** (for *ongoing and completed operations*);

(b) ~~(b)~~ **Commercial Automobile Liability** (*Additional Insured endorsement*); ~~-~~and

~~(a)~~(c) ~~(c)~~ **Contractors Pollution Liability** and (if applicable) ~~**Pollution**~~**Asbestos/Lead Abatement** ~~**Liability**~~ (*Additional Insureds by manuscript or carrier form, including completed operations/tail where available*).

~~(i)~~(ii) **Waiver of Subrogation**. Contractor agrees all insurance policies contemplated by this Agreement (other than the **Builder's Risk/Installation Floater** and any **Umbrella or Excess Liability** policies) shall include waivers of subrogation in favor of the City ~~its Workers' Compensation coverage and the policies described in Section A(3)(b)(i) will include waivers of subrogation in favor of the City~~. Any umbrella/excess used to satisfy required limits shall be follow-form and shall not restrict or negate waivers granted in the underlying policies.

~~(ii)~~(iii) **Named Insured and Loss Payee**. Contractor agrees the City will be included as *Named Insured and Loss Payee* (or, as needed, *Additional Named Insured/Additional Insured and Loss Payee*) as its interests may appear on Contractor's **Builder's Risk/Installation Floater**. Contractor further agrees that coverage will apply to on-site, off-site (including temporary storage), and in-transit property and will not exclude~~d~~ *water intrusion*.

c. *Subcontractor Insurance*. Contractor agrees to require its subcontractors performing Work under this Agreement to carry and maintain in effect throughout this Agreement's term coverages, limits, and endorsements no less protective than those required of Contractor under this Agreement, including additional insureds, primary and noncontributory, and waiver of subrogation in favor of the City. Contractor further agrees to require those subcontractors to provide Contractor with certificates of insurance as evidence of coverage and (upon City's request) provide the City with certificates of insurance for any subcontractor performing Work under this Agreement. The Parties agree this subsection survives the expiration or sooner termination of this Agreement.

d. *Workers' Compensation*. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subcontractor, certificates of insurance issued on policies covering each and every subcontractor shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.

~~e.~~ *Indemnity*. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subcontractors) acts or omissions in the performance of this Agreement; provided, however, in no event does Contractor agree to such indemnification, defense, or holding harmless due to the City's sole negligence.

~~f.~~

~~g.~~e.

Pursuant to OAR 137-049-0250, you are not required to provide written acknowledgment of this addendum’s receipt when you submit your bid.

____
Matthew B. Klebes, City Manager

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(ii) **Commercial General Liability** (**CGL**) written on an *occurrence* form, including premises/operations, products-completed operations, broad contractual liability, and independent contractors, and affirmatively evidencing <u>no</u> roofing, hot-work, or height exclusions. Contractor agrees its CGL policy must be primary and non-contributory to any insurance or self-insurance maintained by the City and shall include a per-project aggregate endorsement. Contractor agrees its CGL shall maintain products-completed operations coverage in effect for 5 years following the Work's substantial completion (which may be satisfied by keeping either the underlying policy or a qualified **Umbrella or Excess Liability** coverage in force). Specifically, Contractor shall satisfy the limits by either:

(a) **CGL** limits not less than $<u>2,000,000</u> (*per occurrence*), $<u>4,000,000</u> (*general aggregate*), $<u>4,000,000</u> (*products-completed operations aggregate*), and $<u>1,000,000</u> (*personal and advertising injury*); or

(b) base **CGL** limits not less than $<u>1,000,000</u> (*per occurrence*), $<u>2,000,000</u> (*general aggregate*), $<u>2,000,000</u> (*products-completed operations aggregate*), and $<u>1,000,000</u> (*personal and advertising injury*), ***<u>plus</u>*** and an *occurrence*-based, follow-form **Umbrella or Excess Liability** policy with limits not less than $<u>1,000,000</u> (*per occurrence*) and $<u>2,000,000</u> (*aggregate*), scheduled over the **CGL** (and, if scheduled, the **Commercial Automobile Liability**). In total, the combined limits of the base **CGL** and any **Umbrella or Excess Liability** must be at least $<u>2,000,000</u> (*per occurrence*) and at least $<u>4,000,000</u> (*general aggregate* and *products-completed operations aggregate*). Any umbrella or excess liability coverage shall not restrict or negate Additional Insured status (including *completed operations*), primary and non-contributory status, or waivers of subrogation granted by any underlying policies. For any umbrella or excess policy, Contractor shall provide the declarations page, the schedule of underlying policies and limits, and wording confirming the policy is occurrence-based and follow-form over the **CGL** (and, if scheduled, the **Commercial Automobile Liability**).

(iii) **Builder's Risk/Installation Floater** written at replacement cost for <u>100% of the Contract Price</u> (*completed value*), covering the Work while on-site, off-site (including temporary storage), and in transit (including theft and water-intrusion);

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(v) **Asbestos/Lead Abatement Liability** insurance (<u>only</u> if included in the Work, otherwise the **Contractors Pollution Liability** coverage described in subsection (iv) herein is sufficient) that is either:

(a) an abatement-specific liability policy with limits not less than $<u>2,000,000</u> (*per occurrence*) and $<u>3,000,000</u> (*in aggregate*) written on:

(1) a full occurrence form;

(2) a limited occurrence form with at least a three-year tail; or

(3) a claims-made form with a three-year tail; or

(b) **Contractor Pollution Liability** that expressly includes asbestos/lead abatement with limits not less than those described in subsection (iv) herein; and

(vi) **Commercial Automobile Liability** covering all owned, hired, and non-owned vehicles with a combined single limit of $<u>1,000,000</u> (*per accident*).

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(c) **Contractors Pollution Liability** and (if applicable) **Asbestos/Lead Abatement** (*Additional Insureds by manuscript or carrier form, including completed operations/tail where available*).

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e. *Indemnity*. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subcontractors) acts or omissions in the performance of this Agreement; provided, however, in no event does Contractor agree to such indemnification, defense, or holding harmless due to the City's sole negligence.