

Albany Parking Authority
ADDENDUM No. 1 to REQUEST FOR PROPOSALS RFP-2019-02
Snow Melt System (Original RFP dated May 17, 2019)

BID DUE DATE:
June 14, 2019

ADDENDUM NO. 1

The following modifications to Section 7, are hereby incorporated into the Bidding Documents and the receipt of which shall be acknowledged by the BIDDER.

In accordance with the Invitation to Bid, each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

SECTION 7: INSURANCE AND BOND/SECURITY REQUIREMENTS

7.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation, Disability and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries in the amount of coverage required by law.
- (b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence.
- (c) **Automobile Liability Insurance:** A policy or policies with limits of not less than one million dollars (\$1,000,000) for each accident because of bodily injury, sickness, or disease, including death at any time, resulting there from, sustained by any person caused by accident; and a policy or policies with limits of not less than one million dollars (\$1,000,000) for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.

7.2 Each policy of insurance required shall be in form and content satisfactory to the Albany Parking Authority, and shall provide that:

- (a) The Albany Parking Authority is named as an additional named insured on a primary and non-contributing basis.
- (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Authority.
- (c) The insurance policies shall be written on an occurrence basis and automatically renewed upon expiration and continued in force unless the Authority is given sixty (60) days written notice of cancellation.

7.3 No work shall commence under the contract until the selected proposer has delivered to the Authority or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or

become unsatisfactory to the Authority, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the Authority for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the Authority, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

7.4 The successful bidder shall be required to provide the Albany Parking Authority with (i) a performance bond guaranteeing the full and complete performance of the scope of work required by this RFP; and (ii) a labor and material payment bond to guaranty the full payment of the scope of work required by this RFP free and clear of any liens, encumbrances, chattel mortgages and conditional bills of sale. Both the performance and payment bonds shall be in a form satisfactory to Albany Parking Authority in all respects.