ADDENDUM NO. 2
Wednesday, July 5, 2017

REQUEST FOR QUALIFICATIONS
CITY ENGINEERING AND ARCHITECTURAL SERVICES

The BID DATE remains unchanged: JULY 13, 2017, 12:00 P.M.

This addendum is to provide additional information not originally included in the bid package. This addendum is hereby made a part of the BID DOCUMENTS.

1. Consultant Hourly Rates: The proposal documents will be reviewed based on the qualification criteria listed in the original Request for Qualification document. The selection will be based solely on the qualifications of the individual firms, pricing will not be a factor. The City will request this information once the selections have been made. The decision to include the cost sheets will be at the discretion of the consulting firm.

2. Professional Liability Insurance: The Professional Services contract includes Exhibit B, which outlines the insurance requirements. Exhibit B has been included as an attachment to this addendum. The Professional Liability Insurance is as follows:

13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than Two Million Dollars ($2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars ($100,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days’ prior written notice to the City, except for non-payment of premium, (for which at least ten (10) days advance notice shall be given to City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.

Additional questions should be addressed to:
Alysen Abel, Public Works Director
816-741-7676

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EXHIBIT B

INSURANCE REQUIREMENTS

1. The Service Provider shall secure and maintain through the duration of this Agreement insurance (on an occurrence basis unless stated below) of such types and in such amounts stated below, but in no case less than as may be necessary to protect the Service Provider and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The City will only accept coverage from an insurance carrier who offers proof that it:
   a. Is authorized to do business in the State of Missouri;
   b. Carries a Best’s policy holder rating of A-VIII or better and at least a Class X financial rating.
   c. Is a company mutually agreed upon by the City and the Service Provider.

2. The form of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times. City reserves the right to review certified copies of any and all insurance policies to which this Agreement is applicable. Failure of the Service Provider to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.

3. The cost of defense of claims shall not erode the limits of coverage furnished. (This does not apply to Professional Liability, see Article 13).

4. If Service Provider should retain consultants to perform any of its services, Service Provider shall see to it that such third party maintains such insurance and shall furnish evidence thereof to City.

5. The insurance policies shall require that City shall be given at least thirty (30) days written notice from the insurer(s) before cancellation (except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City) of such insurance and shall contain an endorsement stating the insurers agreement to provide such notice, using CNA form G-140327-B (Ed. 07/11), Travelers Form IL T4 00 (12/09) or other equivalent carrier forms, such as Acord forms. A copy of the Notice of Cancelation Endorsement must be furnished to the City prior to commencement of Work. The Contractor shall notify the City of any reduction in limits of protection under any policy listed in the Certificate in excess of $10,000.00 at least ten (10) days prior to such change, whether or not such impairment came about as a result of the Contract. If the City determines the Contractor's aggregate limits of protection has been impaired or reduced to such an extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City. Cancellation, non-renewal or material modification of coverage of any such insurance shall be the basis for the City's exercising its right to terminate the Contract.

6. Satisfactory certificates of insurance, written on a standard AIA Document G705 or ACORD form 25-S, Accord Form 27, as applicable, shall be filed with the City prior to commencement of work. The Certificate shall specify the date when such insurance expires. A renewal certificate shall be furnished to City prior to the expiration date of any coverage. Service Provider shall keep all insurance in force throughout performance of the Services and for three (3) years after the Project Completion Date, so long a policy is reasonably available
7. **Severability of Interest.** All insurance carried shall be endorsed to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured.

8. Service Provider shall include the Indemnites as identified in the Agreement as additional insureds on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance policies described in Section 9. Indemnites shall be included as additional insureds under Service Provider's furnished insurance (except Workers’ Compensation Insurance and Professional Liability Insurance), for ongoing and completed operations. General Liability shall provide the additional insured status by using ISO Additional Insured Endorsement (CG 20 10), edition date 11/85, or an equivalent (e.g., CG 20 10, edition date 10/93, plus CG 20 37, edition date 04/13 or other carrier form per Article 5). Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING and shall not be deemed to limit Service Provider's liability under this Agreement.

9. Service Provider agrees to procure and carry, at its sole cost, until completion of this Agreement all insurance, with identical limits of liability and scope of coverages, as set forth below:

10.1 **Commercial Automobile Liability Insurance.** Service Provider shall maintain commercial automobile insurance, including contractual liabilities insuring the Indemnities set forth in the Agreement, subject to standard ISO CA0001 coverage terms and conditions, covering all owned, non-owned and hired automobiles used in connection with the services or other work hereunder and shall have minimum bodily injury and property damage limits of One Million Dollars $1,000,000.00 combined single limit each accident. An MCS-90 endorsement shall be procured when applicable.

10.2 **Workers' Compensation and Employer's Liability Insurance.** Service Provider shall maintain Worker's Compensation Insurance to cover the statutory limits of the Workers' Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employer’s Liability (including occupational disease) coverage with limits not less than One Million Dollars $1,000,000.00 per occurrence. The Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include "all states" coverage.

10.3 **Commercial General Liability Insurance.** Service Provider shall obtain and maintain Commercial General Liability Insurance, on an occurrence form for the hazards of (i) construction operation, (ii) subcontractors (iii) independent contractors, (iv) products and completed operations (with completed operations to remain in force for as long as Service Provider or those included as Additional Insureds bear exposure under all applicable statutes of limitation following project completion), (v) explosion, collapse and underground, (vi) pollution liability, and (vii) contractual liability insuring the indemnities set forth in the Agreement subject to standard ISO CG0001 coverage terms and conditions. Each Project shall have minimum limits of Two Million Dollars
$2,000,000.00 per occurrence and Two Million Dollars $2,000,000.00 products/completed operations aggregate coverage.

10.4 Excess Liability. Service Provider shall maintain Excess Liability coverage on an umbrella form with minimum limits of One Million Dollars $1,000,000.00 per occurrence and Two Million Dollars $2,000,000.00 aggregate.

11. Waiver of Subrogation. All insurance policies supplied shall include a waiver of any right of subrogation of the insurers thereunder against City and all its assigns, affiliates, employees, insurers and underwriters.

12. No Limitation of Liability. The required coverages referred to and set forth herein shall in no way affect, nor are they intended as a limitation on, Service Provider’s liability with respect to its performance of this Agreement.

13. Professional Liability coverage. The Service Provider shall procure and maintain Professional Liability Insurance in an aggregate amount of not less than Two Million Dollars ($2,000,000.00), with a deductible of not more than One Hundred Thousand Dollars ($100,000.00). Such insurance shall be issued by companies reasonably acceptable to City, and shall not be canceled, without thirty (30) days’ prior written notice to the City, except for non-payment of premium, for which at least ten (10) days advance notice shall be given to City. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Service Provider commences performance of the Services under this Agreement.

14. Service Provider shall not be permitted to commence any work on site until satisfactory copies of the Certificates evidencing insurance; Notice of Cancellation Endorsement; and Additional Insured Endorsement, have all been received and approved by City. Delay in commencement due to failure to provide such documentation shall constitute an unexcused delay.