

**ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. 034-2021-WR-R003**

**Thurston County Public Works Department
Water Resources Division**

TO: All Respondents
FROM: Dawn Ashton, Procurement and Contract Specialist
CLOSING DATE: December 23, 2021 at 3:00 p.m. PT (UNCHANGED)
REF NO.: RFP 034-2021-WR-R003 – Biosolids Hauling & Disposal
DATE: Thursday, December 9, 2021

A. RFP, paragraph 6.2 Insurance is changed as follows:

TYPE	LIMIT
Workman's Compensation	Statutory
Employers Liability	\$1,000,000 each accident
General Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile/Truck Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence
Environmental Pollution Liability	\$2,000,000 each occurrence \$2,000,000 annual aggregate

A Certificate of Insurance executed on the appropriate form must be submitted prior to execution of the contract.

B. Attachment 4 – Sample Professional Services Contract, paragraph 8 - Insurance is updated to reflect the reduced Insurance Limits for Automobile/Truck Liability and Environmental Pollution Liability. The attached Page 28, Rev1 dated 12/09/2021 replaces Page 28, original dated 11/23/2021.

C. In response to Pre-proposal Inquiries received, the following information is provided to assist in responding to the above referenced proposal:

QUESTIONS AND RESPONSES

1. Question: Please provide the physical addresses for Grand Mound and the other sites

Answer: Below are the addresses for each site:

Grand Mound WWTP is located at 20248 Grand Mound Way, Centralia, WA 98531
Boston Harbor WWTP is located at 7126 Boston Harbor Road, Olympia WA 98506
Tamoshan WWTP is located at 2304 63rd Ave NW Olympia, WA 98502

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2. Question: Is there a pre-registration required for submitting a bid?

Answer: There is no pre-registration required; however, a business must meet specific eligibility requirements to work with Washington Public Agencies including a WA UBI # and Federal Tax ID #. The company must also not be disqualified from bidding.

- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than **\$(1,000,000)** each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.

e. **Environmental/Pollution Legal Liability Insurance:** The CONTRACTOR shall maintain limits of not less than **\$2,000,000** for each occurrence or event with an annual aggregate of **\$2,000,000**; the policy shall minimally cover claims involving personal injury, property damage, and environmental restoration costs.

f. **Other Insurance Provisions:**

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees, and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and