Northeast Elementary
2019 Lighting and Ceiling Replacement
Addendum #1
March 27, 2019

This addendum is issued to modify, clarify, or amend the original Project Drawings and Specifications and is hereby made part of the Contract Documents. The Contractor shall be responsible for incorporating items in this Addendum to the Work. The following shall take precedence over anything to the contrary in the Drawings or Specifications.

**Attachments:**
1. Contractor Insurance Requirements

**Updates to the Project Manual:**
Add attached file “Contractor Insurance Requirements” to the project manual. Contractor shall obtain coverage levels as described in this document.

**Clarification:**
The standard AIA 2017 document does have the responsibility of builders risk coverage fall on the owner. Ankeny CSD intends to purchase this coverage for this project.

**Specification Section 00 43 00 – Bid Security Form:**
Revise Article 1.01(A) to read as follows, “A completed bid bond form shall be submitted in a separate closed opaque envelope.”

**General Note:**
Coordinate phasing of lighting and ceiling replacement closely with the school district for summer school activities. Prepare schedule detailing when work may occur and duration of work in each part of the school.

**Electrical – Approved Manufacturers:**
The following shall be added to specifications as approved manufacturers:

<table>
<thead>
<tr>
<th>Light Fixture Type</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td>F1</td>
<td>Peerless, Lithonia</td>
</tr>
<tr>
<td>F1E</td>
<td>Peerless, Lithonia</td>
</tr>
<tr>
<td>F2</td>
<td>Peerless, Lithonia</td>
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<tr>
<td>F2E</td>
<td>Peerless, Lithonia</td>
</tr>
<tr>
<td>F2A</td>
<td>Peerless, Lithonia</td>
</tr>
<tr>
<td>F3</td>
<td>Peerless, Indy</td>
</tr>
<tr>
<td>F8</td>
<td>Philips Day-Brite, Lithonia, LumenFocus</td>
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<tr>
<td>Light Control Device Type</td>
<td>Manufacturer</td>
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<tr>
<td>---------------------------</td>
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<tr>
<td>OC1</td>
<td>Acuity Controls</td>
</tr>
<tr>
<td>OC2</td>
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<tr>
<td>OC3</td>
<td>Acuity Controls</td>
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<tr>
<td>OC4</td>
<td>Acuity Controls</td>
</tr>
</tbody>
</table>

End of Addendum #1.
A. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from the Contractor's operations under the contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Contractor shall be written as follows:

1. **Workers' Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below;
   
   a. Iowa Benefits-Statutory
   
   b. Employers Liability
      
      Bodily Injury by Accident $500,000 Each Accident
      Bodily Injury by Disease $500,000 Each Accident
      Bodily Injury by Disease $500.000 Each Employee

   The Workers' Compensation policy shall include a *waiver of subrogation clause* in favor of the owner.

2. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:
   
   General Aggregate Limit $2,000,000
   Products-Completed Operations Aggregate Limit $2,000,000
   Personal & Advertising Injur Limit $1,000,000
   Each Occurrence Limit $1,000,000
   Fire Damage Limit (for any one fire) $100,000
   Medical Damage Limit (any one person) $5,000

   This insurance must include the following features:
   
   a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement.
   b. Personal and Advertising Injury
   c. Operations by independent contractors.
   d. Contractual Liability coverage
   e. Coverage for property damage underground or damage by explosion or collapse (XCU).
3. **Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of $1,000,000 per accident. Insurance must include Contractual Liability.

4. **Umbrella/Excess Liability Insurance** combined single limit for bodily injury, property damage and personal injury excess primary liability limits: $1,000,000.

5. **Additional Insured** The Contractor will include the School as additional Insured on all policies except Workers’ Compensation as respects all work performed.

6. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the School. These insurance policies shall not be cancelled without at least 30 days prior written notice to the School. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the School prior to the commencement of this lease.

7. **Government Immunity** The following clauses will be added to all liability coverages:
   a. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
   b. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

8. **Subrogation** To the extent that such insurance is in force and collectible and to the extent permitted by law, the School and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The forgoing release and waiver shall apply to damage to contractor’s equipment, tools and other personal property as well as automobiles.
9. **Property Insurance** Unless otherwise provided, the Owner shall purchase and maintain property insurance on the project in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an “all-risk” or equivalent policy form and shall include insurance against the perils of fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The property insurance shall contain sub-limits of $1,000,000 per occurrence for earthquake and $1,000,000 per occurrence for flood. At the option of the school district, the insurance covering the project may be written under a Builder’s Risk policy or covered under the District’s permanent property insurance.