

**Project:**  
Willard School Asbestos Abatement Project 2019

**ISSUED BY:** Doug Lemonds  
Eugene School District 4J  
Facilities Management  
715 W. 4<sup>th</sup> Ave.  
Eugene, OR 97402

**Date: September 9, 2019**

Acknowledge the receipt of this addendum by inserting the number in the Bid Form, 00 41 13 – 2. The changes of this addendum are to be covered in the bids and in closing the Contract will become a part of. Changes noted herein affect only the specific words in paragraphs mentioned and the balance of the Specifications remains in force.

Supplementary Conditions shall be modified as follows:

11.3.1 Delete current supplementary conditions language and insert the following:

**1. 11.3.1** The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. 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 as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The Contractor shall make separate arrangements for any insurance it may require on such construction equipment, and any policy obtained shall include a waiver of subrogation in accordance with the requirements of Section 11.3.7.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable

steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

2. Do not add the clause to 11.3.1.1

3. Delete Clause 11.3.1.2

4. Do not modify clause 11.3.1.3

5. Do not modify clause 11.3.1.4

6. As stated

7. Do not delete subparagraph 11.3.4

8. Delete current supplementary conditions language and use the following:

**11.3.6** Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District by way of Certificate of Insurance before any work commences. A 30 day notice of cancellation or material change in coverage clause shall be included. It is the Contractor's obligation to provide 30 days' notice if not done so by Contractor's insurance company. Failure to maintain the proper insurance shall be grounds for immediate termination of this Agreement.

9. Delete the current supplementary conditions language and use the following:

**11.3.7** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

10. Delete the current supplementary conditions language and use the following:

**11.3.8** A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor and Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor,

and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11. As stated

12. Delete the current supplementary conditions language and use the following:

**11.3.10** The Contractor in good faith shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Contractor as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

13. As stated

**END OF ADDENDUM NO. 2**