



SOLICITATION ADDENDUM

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Solicitation Number: IFB 2021-WPP-250 (SD)
Addendum # 1
Solicitation Posting Date: January 19, 2021
Solicitation Due Date: February 9, 2021, 2:00 p.m., Phoenix Local Time

CITY OF PHOENIX
Water Services Department
200 W. Washington Street
9th Floor
Phoenix, AZ 85003

Valves - Requirements Contract

I. This addendum revises the terms and conditions of the subject solicitation as follows:

1. Section I – INSTRUCTIONS, Paragraph 15 – PRE_AWARD QUALIFICATIONS:

15.2 Upon notification of an award the Offeror will have 15 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in Section IV - Insurance and Indemnification of this solicitation. Insurance requirements are non-negotiable.

2. Section IV – INSURANCE AND INDEMNIFICATION is replaced in its entirety with the following:

1. **DEFENSE AND INDEMNIFICATION CLAUSE:** Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation include holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.
2. **VENDOR’S INSURANCE:** Vendor must procure insurance against claims that may arise from or relate to performance of the work hereunder by Vendor and its agents, representatives, employees and subcontractors. Vendor and subcontractors must maintain that insurance until all their obligations have been discharged, including



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any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees or subcontractors and Vendor may purchase additional insurance as they determine necessary.

2.1. SCOPE AND LIMITS OF INSURANCE: Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The Vendor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.2. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a Vendor is exempt under A.R.S. §23-902(E), **AND** when such Vendor executes the appropriate sole proprietor waiver form.

2.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Vendor must provide to the City, within



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5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **(City of Phoenix Department Representative's Name & Address & Fax Number)**.

- 2.3. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- 2.4. VERIFICATION OF COVERAGE:** Vendor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to **(City Department Representative's Name and Address)**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

- 2.5. APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.
3. ATTACHMENT C – PRICE SCHEDULE is replaced with a revised copy titled ATTACHMENT C – PRICE SCHEDULE (REVISED)



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II. This addendum answers the following questions, which have been received:

1. **Question:** If we do not offer labor and can we exclude from this bid?

Answer: Refer to ATTACHMENT C – PRICE SCHEDULE (REVISED), Tab 1 – Instructions regarding Tab 4 – Labor Rates. Award will be determined by the lowest total extended cost for Core Line Items listed in Tab 2 of ATTACHMENT C – PRICE SCHEDULE (REVISED).

2. **Question:** Can we add a manufacturer not on the list?

Answer: Refer to ATTACHMENT C – PRICE SCHEDULE (REVISED), Tab 1 – Instructions regarding Tab 3 - Manufacturer’s Discount.

All other terms and conditions remain unchanged.

Offeror is required to sign and return addendum with their bid.

Name of Company: _____

Address: _____

Print Name and Title: _____

Authorized Signature: _____