



SANDY SPRINGS™
GEORGIA

ADDENDUM NUMBER 3

**REQUEST FOR PROPOSAL #20-056
NANCY CREEK WATERSHED SUPPLEMENTAL STUDY PLAN**

PROPOSAL DUE
April 23, 2020, no later than 2:00 p.m.

COMPLETE THIS ADDENDUM, SIGN and SUBMIT with the RFP.

To All Prospective Offerors:

The deadline for questions has passed. In reference to the RFP listed above, the following answers to questions, additions, deletions and changes are hereby incorporated into the RFP:

1. 7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- a. A provision that coverage afforded under such policies shall not expire, be canceled or altered **(with the exception of professional liability or cyber liability)** without at least thirty (30) days prior written notice to the City.

Explanation for proposed revision: Professional Liability Policy does not include a provision to provide 30 days' notice of the policy being altered. Contractor can agree to provide such notice if its professional liability policy is materially altered.

A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty five (45) days prior written notice to The City. In absence of this provision in professional liability and cyber insurance policies Contractor's insurance broker shall comply with this requirement.

2. 10. Insurance and Indemnification

Contractor shall indemnify the City, its officers, ~~agents~~, servants and employees from and against any and all liability for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the Performance of the Agreement.

Explanation for proposed revision: Contractor’s professional liability insurance carrier has encourage contractor to eliminate the term “agents” from indemnification provisions as it is vague and can be interpreted too broadly. As a result, contractor could arguably be required to indemnify unintended and extraneous third-parties.

OK to strike “agent” for this RFP

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____ EMAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____