

ADDENDUM #3

TO: ALL PLANHOLDERS

FROM: CENTRAL ILLINOIS REGIONAL AIRPORT
3201 CIRA DRIVE
BLOOMINGTON, ILLINOIS 61704

BY: CRAWFORD, MURPHY & TILLY, INC.

SUBJECT: **ADDENDUM #3**
TO THE BIDDING DOCUMENTS FOR:
CONSTRUCT NEW GENERAL AVIATION
FACILITY – PHASE I
CENTRAL ILLINOIS REGIONAL AIRPORT
BLOOMINGTON, ILLINOIS
AIP PROJECT 3-17-0006-071/077; IL PROJ. BMI-4539
DATED: June 27, 2022

ADDENDUM
DATE: June 27, 2022

This Addendum forms part of the bidding and contract documents and is associated with the INVITATION FOR BIDS dated May 10, 2022. This addendum must be acknowledged on Page 21 of Volume 1 of the Contract (Bid) Documents. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

VOLUME 1

1. **PART C – LOCAL REQUIREMENTS**

DELETE: Sections 3 and 4

REPACE: With the following Sections 3, 4, and 5.

3. Third Party Beneficiaries

This contract is not intended by any of the Provisions of any part of the contract to create the public or any member thereof a third-party beneficiary, or to authorize any one not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or Provisions of this contract. The duties, obligations and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law.

4. Indemnification

The Contractor will indemnify and hold harmless the Owner, the FAA, and the Engineer and their officers, agents, and employees for, from, against, and regarding any and all foreseeable or unforeseeable liability, expense, loss, claim, action, suit, judgment, cost, deficiency, fine, penalty, or damage (including consequential or punitive damages) of any kind or nature (collectively, "Claims"), including reasonable attorneys' fees, arising out of or in connection with: (i) this contract; (ii) the performance of work hereunder or the failure to performs such work; (iii) Claims attributable to bodily injury, sickness, disease or death, injuries, or damage received or sustained by any person or persons; (iv) Claims attributable to injury to or destruction of tangible property, including the loss of use resulting therefrom;

(v) Claims caused in whole or in part by any negligent or willful act, omission, or misconduct of Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts, any of them may be liable; (vi) Claims caused through use of unacceptable materials in constructing the work; or (vii) Claims arising under the "Worker's Compensation Act" or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of the contract retained, as may be considered necessary by the Owner, for such purpose may be retained for the use of the Owner or, in case no money is due, Claims as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

5. Insurance Requirements

A. Commercial General Liability:

Contractor shall maintain commercial general liability coverage (CGL) with a limit of not less than \$2,000,000 each occurrence and a \$5,000,000 aggregate.

Insurance shall cover liability arising from any and all Contractor actions or inactions in any way related to the premises, operations, products-completed operations, contractual liability for insured contracts, and personal and advertising injury.

Owner and its board members, officers, directors and employees shall be included as an additional insured under CGL, but only for Contractor's acts or omissions for operations under this contract. The CGL policy shall be endorsed to provide Owner with coverage on a primary and non-contributory basis. Copies of all additional insured endorsements must be provided with the certificate of insurance and will reasonably be subject to approval by Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

The CGL policy shall provide a waiver of subrogation in favor of Owner and its board members, officers, directors and employees.

Continuing CGL Coverage. Contractor shall maintain the CGL in these limits and terms as long as the contract is in place or work is being performed by Contractor hereunder.

B. Commercial Umbrella Liability Insurance:

Contractor shall maintain commercial umbrella insurance with a limit of not less than \$5,000,000 per occurrence.

Contractor's commercial umbrella liability policy shall be a "following form" policy and any additional insured under any policy of "underlying insurance" will automatically be an insured under this umbrella form.

Contractor's commercial umbrella policy shall provide coverage limits in excess of all primary underlying coverage limits including the Commercial General Liability Policy (CGL); the Business Auto Policy; and the Employers Liability Section of the Workers Compensation Policy.

Owner and its board members, officers, directors and employees shall be included as an additional insured on the umbrella policy, but only for Contractor's acts or omissions for operations under this contract. Copies of all additional insured endorsements must be provided with the certificate of insurance and will reasonably be subject to approval by Owner. The umbrella policy shall provide a waiver of subrogation in favor of Owner and its board members, officers, directors and employees.

Continuing Commercial Umbrella Policy Coverage: Contractor shall maintain a commercial umbrella policy in these limits and terms as long as this contract is in place.

C. Business Auto Insurance:

Contractor shall maintain business auto liability insurance with a primary limit of not less than \$1,000,000 each accident.

Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

Contractor shall have the Business Auto policy endorsed to provide a waiver subrogation in favor of the Owner, its board members, officers, directors and employees.

Contractor's Commercial Umbrella Policy shall specify the Business Auto liability limits as underlying limits of coverage and provide excess limits of liability.

D. Workers Compensation Insurance:

Contractor shall maintain workers compensation and employers liability insurance in the State of Illinois.

The employer liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Contractor's Commercial Umbrella Policy shall specify the employer liability limits as underlying limits of coverage and provide excess limits of liability.

Contractor and its contractors and subcontractors shall provide a waiver of subrogation on its workers compensation policy in favor of Owner.

E. Contractor Pollution Liability:

Contractor's pollution liability coverage must be provided with minimum limits of \$1,000,000 per each claim. The retroactive date of the coverage must be prior to the date work is first commenced on the project by Contractor. Pollution liability coverage must be maintained with continuity throughout the one-year period following substantial completion of any work on the project with limits and retroactive date the earlier of the date of the contract or the date work is first commenced.

F. General Requirements Applicable to All Insurance:

(i) *Evidence of Insurance*

Prior to commencement of the work, Contractor shall furnish Owner with a certificate of insurance executed by a duly authorized representative of each insurer setting out compliance with the insurance requirements set forth. All certificates shall provide for 30 days' written notice to Owner prior to cancellation of any insurance referred herein.

The words "endeavor to" shall be deleted from the cancellation provision of all certificates provided by the Contractor.

Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, to prohibit Contractor or any contractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the insurance required in this schedule shall constitute an event of default under this contract and shall allow Owner to immediately terminate this contract at Owner's option. If Contractor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate evidencing such coverage shall be promptly provided to Owner when requested.

(ii) *General Insurance Provisions*

No Representation of Coverage Adequacy – By requiring the insurance as set out in this schedule, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this contract, or any other provision of the Contract Documents.

Cross Liability – If Contractor's liability policy does not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

The insurance requirements set out in this Schedule are independent from all other obligations of Contractor under this contract, including Contractor's obligation to defend, indemnify and hold harmless the Owner, and apply whether or not required by any other provision of this contract.

Contractors Insurance – Contractor shall cause each contractor and subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this Schedule. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor.

Certificates of Insurance reasonably acceptable to the Authority shall be filed with the Authority prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Contract shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Authority. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final application for payment under the Contract documents and thereafter upon renewal or replacement of such coverage until the period for any extended coverage as required herein has expired. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage. All costs for insurance as specified herein will not be paid for separately, but shall be considered as incidental to the contract. The engineering firm retained by the Owner to provide construction inspection shall be included as an additional named insured on the certificate of insurance.

Contractor waives all rights against the Owner and its board members, officers, directors and employees for damages caused by fire or other perils to the extent covered by property insurance."

VOLUME 2

2. Section 10, Definition of Terms

REPLACE: “the Springfield Airport Authority” in definition 10-37 with “Bloomington Normal Airport Authority”.

3. Section 70-04, Restoration of Surfaces Disturbed by Others

REPLACE: “217-788-1075” in the last row and column of the Airport Contacts table with “309-834-7396”.

4. Section 80-04, Execution and Progress

REPLACE: “Abraham Lincoln Capital Airport” in the fifth paragraph with “Central Illinois Regional Airport”.

ACKNOWLEDGEMENT

OF ADDENDUM #3:

To verify that all Contractors are in receipt of this addendum, Contractors are asked to sign and date this acknowledgement sheet. The Contractor should email msewell@cmtengr.com by June 28, 2022. This addendum must also be acknowledged on Page 21 of Volume 1 of the Contract (Bid) Documents. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

To: Crawford, Murphy & Tilly, Inc.
Attention: Michael Sewell – msewell@cmtengr.com

The undersigned acknowledges receipt of Addendum #3:

Date Received: _____

Received By: _____

Representing: _____

City & State: _____