



**LAKE METROPARKS**  
11211 SPEAR ROAD  
CONCORD TOWNSHIP, OHIO 44077

**ADDENDUM NO. 1**

Addendum Date: April 30, 2024

Project Name: Lakefront Trail Phase II Revetment

Bid Advertised Date: April 12, 2024

Bid Opening Date: May 8, 2024

Bid Number: 2024-032

This addendum supplements and amends the original Bid Form and is hereby made a part of the Contract Drawings. Receipt of this Addendum must be noted on the “Bid Form”.

Clarification of Insurance Requirements: The Contractor will be required to obtain and maintain insurance in the amounts and types described below. The Contractor shall also ensure that any and all of their Subcontractors obtain and maintain insurance in the amounts and types described below.

**1. Lake Metroparks Contract Requirements**

- a. Additional Insured: Lake Metroparks Board of Park Commissioners
- b. General Liability: \$2,000,000, Combined single limit
  - i. Bodily injury and property damage liabilities combined. Covering premises operations, underground, explosion and collapse hazards, products/completed operation, contractual liability, independent contractor's liability, broad form property damage liability, personal injury liability with the employee exclusion deleted, incidental malpractice and extended bodily injury.
- c. Automobile Liability: \$2,000,000, Combined single limit
  - i. Bodily injury and property damage liabilities combined. Coverage must be extended to provide protection for liabilities arising from the use of hired or non-owned automobiles. Any fellow employee exclusion must be deleted.

**2. Bed Tax Grant Requirements via Lake Development Authority (“Authority”) and the Lake County Commissioners (“Commissioners”)**

Contractor shall obtain and maintain, at Contractors’ expense, insurance covering Contractor and anyone directly or indirectly employed by Contractor, issued by an insurance company or companies, which are rated “A-” or better in Best’s Key Rating Guide and authorized to transact



business in the state of Ohio. Any rating less than “A-” will require written approval by Commissioners and Authority. All policies are to protect Commissioners and Authority from and against liabilities arising out of the operations of Contractor and any Subcontractors pursuant to this Agreement, including at least, and in amounts not less than, the coverages listed below and such other types and amounts of insurance as Commissioners and Authority deems necessary. Contractor shall either (i) ensure that all Subcontractors, and anyone directly or indirectly employed by such Subcontractors, are covered by Contractors’ insurance required herein, or (ii) require that any and all Subcontractors obtain and maintain the insurance in the amounts and types required hereunder and ensure that each Subcontractor impose the same requirements on any and all additional Subcontractors engaged by such Subcontractors. Any coverage limit required herein shall not be construed as a limitation or satisfaction of any hold harmless or indemnification contained herein.

**Commercial General Liability:** Insurance to include products and completed operations coverage, premises liability, Subcontractors liability, blanket contractual liability and personal injury in an amount not less than \$1,000,000 per occurrence Bodily Injury, Property Damage and products and completed operations, \$2,000,000 aggregate. Coverage shall be written on an “occurrence” basis.

**Comprehensive Auto Liability:** If not covered by Contractor’s Commercial General Liability insurance policy, Comprehensive Auto Liability to include any vehicles, or owned, non-owned, or hired vehicles coverage in an amount not less than \$1,000,000 per occurrence Bodily Injury and Property Damage Liability (Combined Single Limit).

**Umbrella Liability:** Providing limits of \$3,000,000 each occurrence, written on an umbrella form basis with Commercial General Liability, Comprehensive Auto Liability and Employer’s Liability functioning as underlying policies.

**Workers’ Compensation & Employer’s Liability:** Insurance relative to Contractor, all of Contractor’s employees and agents engaged in performing the Project, with coverage as follows:

- (a) Workers’ Compensation is mandatory (regardless of state requirement or an option for “opting out”), with limits no less than the statutory limits required by the state of Ohio; and
- (b) Employer’s Liability with limits for bodily injury each accident, disease each employee, disease per policy limit in an amount not less than \$1,000,000.

**Property:** Insurance for tools, equipment and other personal brought on to the Property by the Contractor or its Subcontractors(s) that includes a waiver of subrogation in favor of Commissioners and Authority.

**Waiver of Subrogation:** To the fullest extent permitted by law, there shall be a waiver of subrogation in favor of Commissioners and Authority on the following policies: Commercial General Liability, Comprehensive Auto Liability, Workers’ Compensation & Employer’s Liability. Contractor shall require similar waivers by Subcontractors.

**Additional Insured:** Each insurance policy shall be written to cover all claims arising out of occurrences taking place during the Term of this Agreement and the Commercial General Liability,



Comprehensive Auto Liability and Umbrella Liability shall name Commissioners and Authority, and any other entities and/or parties requested by Commissioners and Authority, as additional insureds by way of endorsement, either individually or blanket, and extend to completed operations. Contractor shall require the same additional insured endorsements from Subcontractors.

**Primary and Non-Contributory:** Each policy required hereunder shall be primary and non-contributory with any other insurance available to Commissioners and Authority and shall not be subject to reduction of coverage as to Commissioners and Authority by reason of any claim asserted against Contractor other than in connection with the rendition of services hereunder or by reason of any misstatement, act or omission of any party other than Commissioners and Authority applying for or insured by such insurance.

**3. Mariana Properties –**

- a. Temporary Access and Storage Easement – Easement will allow for access to the construction site from the west via Fairport-Nursery Road and will require the following insurance coverages.**
- b. Construction Easement – Easement will allow for construction of a short stretch of the revetment wall located on Mariana Properties parcel**

Contractors and Subcontractors will maintain current insurance coverage meeting or exceeding the below minimum amounts, as well as naming Mariana Properties, Inc., Glenn Springs Holdings, Inc., and Occidental Chemical Corporation as additional insureds for all coverage by an endorsement to the policies. Proof of such coverage shall be provided to Grantor, prior to accessing the Property, in the form reasonably acceptable to Grantor:

- General Liability: \$3,000,000 occurrence; \$4,000,000 aggregate.
- Automobile: \$3,000,000
- Workers Compensation and Employers Liability: \$1,000,000 [or statutory]
- Excess Coverage: \$3,000,000.
- Professional Liability and Contractors Pollution Liability: \$1,000,000 occurrence; \$4,000,000 aggregate.

All questions concerning the Project and Addendum shall be referred to the Lake Metroparks Representative as listed in the Supplemental Instructions to Bidder.