




## ADDENDUM #2

### REQUEST FOR PROPOSAL 2010-144 KITSAP COUNTY OFFICE OF STRATEGIC FINANCIAL PLANNING PURCHASING DIVISION

**TO:** All RESPONDENTS

**CLOSING DATE:** September 7, 2010 AT 3:00 PM (**CHANGED**)

**REFERENCE NO.:** 2010-144 Elevator Modernization

**FROM:** LINDA NELSON, BUYER 

**DATE:** August 25, 2010

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The following are changes to the above referenced Request for Proposal.

1. Closing date for Request for Proposal Elevator Modernization, Extended to Tuesday, September 7, 2010 at 3:00 PM.
2. Work Hours and Noise Restrictions:
  - a. Contractor must comply with noise ordinances and work restrictions of the City of Port Orchard. The Courthouse is operational Monday through Friday: 8:00 am to 4:30 pm. Contractor will be allowed access to the building Monday through Friday from 7:00 am to 5:00 pm. Access beyond these hours (earlier, later or on weekends) is allowed with Owner permission, however 48 hours advance notice must be provided to Owner so the necessary County staff can be available to allow access to secured areas of the building.
  - b. Any activity that generates a high level of noise (power fasteners, sawing or noisy demolition) must occur between the hours of 4:30 pm and 9:00 am. On-going court sessions cannot be interrupted.
3. Clarifications: Sample Contract Kc-10/Small Works Roster Public Works Contract accepted changes.
  1. Schedules and completion dates shall be agreed to in writing by both parties before becoming effective.
  5. 25% of the contract price is due and payable prior to Contractor ordering materials or performing work. County agrees to increase progress payments to ninety five percent (95%) of contract value on or before County's acceptance of Contractor's work. County shall include in progress payments for materials stored at jobsite or at other agreed location. Amend so that final payment shall be made within sixty (60) days from County's final acceptance of Contractor's work.

10.b. Delete reference to aggregate limits applying separately to this project.

e. It is agreed upon and understood that these items are not applicable to Contractor's scope of work and shall not be required.

10.f. (1) Amend so that Contractor's insurance policy shall be primary over any other insurance available only with respect to work performed by Contractor and only arising out of the negligent acts or omissions of the Contractor.

10.f.(2) The additional insured coverage shall provide a defense and indemnity only for actions arising from Contractor's acts, actions, omissions, or neglects but does not provide defense or indemnity for the additional insured(s) own acts, actions, omissions, neglects or for unproven allegations.

10.e.(6) Contractor and/or broker shall provide copies of policies in the event of applicable claims or litigation.

11.a. Changes or modifications shall be agreed to in writing, including prices and schedule adjustments, prior to the commencement of work.

26. The parties hereby mutually waive claims for consequential damages for delay with regards to this project.

There are no other changes to the original specifications other than what is noted above.

Acknowledgement of this and all ADDENDUM is required.

END ADDENDUM 2