



*Capital Region
Development Authority*

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May 10, 2018

Addendum #8

CM Services for Dillon Stadium Renovation & Repair

CRDA Project No. 18-008

This addendum dated May 10, 2018 forms a part of the Contract Documents and modifies the original RFP, this language will be incorporated into the CM Agreement. Please include all addendum in your RFP submission.

Attachments:

- Request For Proposal: Instruction To Candidates (Page 58)

Contractor: _____

Signature: _____

- (c) **Builder's Risk and Off-Site Insurance** - During the period of any construction, Contractor shall maintain or cause to be maintained a completed value "all risk" Builder's Risk form or "Course of Construction" insurance policy in non-reporting form in an amount not less than 100% of the replacement cost of any such construction. Contractor shall insure or cause to be insured all materials for the Construction Activities that are stored off the Stadium Site, including transit (to the extent not otherwise insured by vendor or shipper), for their full insurable value.
- (d) **Evidence of Insurance** - Contractor shall provide to CRDA and the City, not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverage's required by this Section, all in such form as CRDA and the City may reasonably require, with Contractor as the named insured and with CRDA and the City as additional insured's. The policies for said coverage's shall contain a provision covering Contractor's indemnification liabilities to CRDA and the City (to the extent that the loss is of a nature that it would otherwise be covered under such insurance). Notwithstanding the provisions of this Section, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.
- (e) **Other Insurance Requirements** -
- (i) All insurance required to be maintained under this Agreement must be placed with insurance companies reasonably licensed to do business in the state of Connecticut with the financial rating of at least A-(VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefore. All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis.
 - (ii) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to CRDA at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.
 - (iii) All insurance procured by Contractor in accordance with the requirements of this Agreement shall be primary over any insurance carried by CRDA, shall not require contribution by CRDA and shall provide that the insurer shall have no right of recovery or subrogation against CRDA.

Section 8 Confidentiality

Contractor and CRDA each agree that neither will, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, financial results, data, or marketing and business plans obtained during the course of performance under this Agreement (the "Confidential Information"). Each party will use its best efforts to ensure that any Confidential Information obtained from the other party will be disclosed only to the receiving party's employees and agents and only on a "need-to-know" basis, and that such employees and agents will be bound by an obligation to maintain the confidentiality of the Confidential Information similar to the obligations of CRDA and Contractor under this Section. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information which (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form; (iv) is independently developed by a party without use of or reference to any of the other party's Confidential Information; (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party; (vi) is necessary for the receiving party to disclose in connection with a merger or acquisition or proposed merger or acquisition, or the like, provided the party to whom such disclosure is being made executes a confidentiality agreement in a form reasonably satisfactory to the party whose Confidential Information is being disclosed; or (vii) is necessary to be shared with CRDA.