



# City of Mission Viejo

## Memorandum

Date: May 19, 2023

To: All Potential Bidders:  
- ANNUAL MAINTENANCE PROGRAM FOR THE ROOFING AND RELATED SERVICES AT CITY FACILITIES

From: Danny Walsh, Facilities Maintenance Manager

Subject: **Addendum No. 1 – RFI’s**

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### **\*RFIs:**

1. The bid requirement is for a minimum of \$2mm in GL coverage per occurrence and \$4mm aggregate. Our question is, if we kept our current \$1mm per occurrence limit and secured a \$5mm aggregate, would that be sufficient?

-The bid specs ask for general liability in an amount not less than \$2 million dollars per occurrence and \$4 million in the aggregate with a \$4 million completed operations aggregate. These are the limits that need to be met. However, we do allow for umbrella/excess coverage to supplement the general liability and other coverages. For example, a company could have \$1 million per occurrence and \$2 million in the aggregate general liability but also have an umbrella policy of \$1 million per occurrence and \$2 million in the aggregate. This would meet the \$2 million per occurrence/\$4 million aggregate general liability limit (as long as the umbrella/excess policy meets the requirements listed in the bid specs).

As long as the umbrella/excess policy adheres to the requirements in the bid specs, we can accept umbrella/excess insurance as a supplement to the listed policies. This is from the bid specs:

**Umbrella or Excess Liability Insurance.** (If required to meet higher limits). Contractor shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A. A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- B. “Pay on behalf of” wording as opposed to “reimbursement”;

C. Concurrency of effective dates with primary policies.

Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

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**You must sign this addendum below and attach it to your bid proposal. Bids submitted without the addendum attached will not be considered.**

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name