



216 S. Duluth Avenue, Sioux Falls, SD 57104 • Phone: (605) 332-7211 • www.sayreassociates.com

ADDENDUM NO. 1 September 21, 2021

PROJECT: Harrisburg Schools 3rd Addition Mass Grading

BID DATE: Thursday, September 23, 2021, 4:00 PM

TO ALL PLANHOLDERS:

The following changes, additions, and/or deletions are hereby made a part of the contract documents for the above-referenced project, as fully and completely as if the same were fully set forth therein:

CLARIFICATION REGARDING TOPSOIL:

BUILDING PAD: The entire depth of topsoil shall be removed from all areas within the proposed and future building pad extending 10 feet outside the edges of the building.

PAVEMENT AREAS: The highly organic topsoil materials shall be removed from the proposed and future pavement areas. Removal depths should range from 1 foot to 2 ½ feet.

NON-PAVEMENT AREAS TO BE GRADED: Remove the top 6 inches of organic material from all areas to be graded.

REVISED GRADING LIMITS FOR INTERIM COMPLETION:

The grading limits for interim completion have been updated to include the rough grading for a 30' temporary construction access from S. Cliff Avenue to the proposed building site. Temporary surfacing within the 30' construction access will be installed by the building site contractor and is not included in the scope of this project.

PIPELINE REQUIREMENTS:

The pipeline depths for the Magellan pipeline are added to the attached exhibit. The Contractor shall comply with the crossing requirements for both the Magellan Pipeline and the Northern Natural Gas pipeline. The Contractor shall provide Magellan a Certificate of Insurance in accordance with the attached Magellan Insurance Requirements.

END OF ADDENDUM NO. 1

MAGELLAN INSURANCE REQUIREMENTS FOR ENCROACHMENT AGREEMENTS

The Responsible Party (Company/City/County/Owner, etc.) for the project shall procure or cause its contractors and subcontractors to procure and maintain insurance against claims for injuries to persons or damages to property, including pollution, which may arise from or in connection with the performance of the work under the applicable Encroachment Agreement by the contractor, his agents, representatives, employees or subcontractors.

As a prerequisite to Magellan providing an Encroachment Agreement for the project, the Responsible Party

must provide to Magellan a Certificate(s) of Insurance evidencing the following:

Minimum Insurance Coverage
a) A combined single limit of \$5,000,000 for each occurrence.b) For project specific, an annual aggregate of \$5,000,000.
a) In compliance with the laws of the State or States having jurisdiction over each employee.b) Employer's Liability insurance with limits of \$1,000,000 per accident for bodily injury or disease.

Additional Insurance Requirements

- 1. The Responsible Party or its contractors must waive, and require its insurers to waive, any rights of subrogation or recovery either may have against Magellan.
- 2. Magellan must be included as an additional insured on the Commercial General Liability and, if purchased separately, Sudden and Accidental Pollution Policy.
- 3. The Commercial General Liability and, if a separate policy, the Sudden and Accidental Pollution Liability must remain in effect for two years after the work is completed if the coverage is written on a claims-made form.
- All references to "Magellan" means Magellan Midstream Partners, L.P. and its affiliated companies. Address: Magellan Midstream Partners, L.P., Attn: Real Estate Services- Magellan Project #______, One Williams Center, MD 27, Tulsa, OK 74172.
- 5. The Sudden and Accidental Pollution can be a separate, stand alone policy but must still meet the \$5,000,000 minimum limit requirement as defined above.
 - Note: Sudden and accidental pollution coverage is often excluded by the insurer from the coverage specified in the insurer's Commercial General Liability Policy. As such, the Responsible Party (Company/City/County/Owner, etc.), its contractors and subcontractors, as applicable, must carefully review their respective Commercial General Liability Policy to determine whether they have the requisite Sudden and Accidental Pollution coverage.
- 6. The insurance limits can be met by a combination of primary and excess policies.

This summary sheet is provided for informational purposes only and is not intended to constitute legal advice or a legal document. All terms and conditions under the Encroachment Agreement, including the insurance requirements, are to be governed by the applicable Encroachment Agreement.

